

**This order (hereafter referred to as "Order") is binding for the Parties once it contains:**

- the signature of the client (hereafter referred to as the "Client"), on each copy,
- the signature and the commercial stamp AUTOMOBILES PEUGEOT ISS - 45 rue Jean-Pierre Timbaud - case courrier PY03/005 - 78300 POISSY, Establishment of AUTOMOBILES PEUGEOT - 7 rue Henri Sainte-Claire Deville 92500 Rueil-Malmaison - Société anonyme au capital de 172711770 € registered at the RCS of Paris under the number 552 144 503, acting under the commercial brand CAR-EUROPE, called below the "Seller" or "CAR-2-EUROPE", or of its representative duly appointed, on every copy. The Seller and the Client are hereafter referred to as the "Parties".

The Order constitutes a contract for the sale of a new vehicle of the DS brand which is identified on the front of this purchase order (hereafter referred to as "Vehicle"), with commitment to repurchase the said vehicle on part of the Seller. However, on the request of the Client, the Seller can at any moment terminate its commitment to repurchase the vehicle. In this case, this sale becomes permanent. The transfer of ownership of the Vehicle will take place after complete payment to the Seller, by the Client, of the remainder of the price agreed upon between the Parties. The Seller and/or its representative are not authorized representatives of DS AUTOMOBILES (hereafter referred to as "the Manufacturer"). They are responsible as regards the Client, for the commitments made by them notwithstanding the legal, and if required, contractual liability of the Vehicle Manufacturer.

**1. ORDER**

The Order is valid and the date is fixed, for the delivery and guarantee of fixed price of the Vehicle, only after the payment of a down payment, the amount of which is fixed on the front of this purchase order.

The Client, whose commitment is dependent on certain characteristics of the Vehicle, must mention this on the Order. The Seller is free to not accept this Order if it cannot guarantee the delivery of the Vehicle with these characteristics.

The Manufacturer reserves the right to make any modifications to its models that it deems appropriate and which depend especially on technological progress, without being obligated to apply these modifications to the vehicles that have already been delivered or for which orders have been placed, and without increasing the prices or modifying the quality of the said vehicles.

The Client is informed that the spare parts which are essential for using the Vehicle and are included in the Order will be available for 10 years from the delivery date. In case it so happens that these parts are not available during this period, the Manufacturer undertakes to offer a solution for repairs.

**2. PRICE - SETTLEMENT**

**2.1.** - The price of the Vehicle appearing on the Order is determined at the rate that is applicable on the date the order is placed.

This price is guaranteed till the end of the contractual period of delivery of the Vehicle, and in case this period is exceeded for a reason not attributable to the Client, till the Vehicle is actually provided, except if:

- the Client has expressly stated that he/she will refuse delivery of the Vehicle before 3 (three) months,
- the variation in prices is a result of technological or tax modifications imposed by the Public Authorities.

In both these cases:

- the price of the Vehicle will be determined at the rate that is applicable on the date of delivery,
- the Client can, if the price of the Vehicle is higher than that determined in the Order, claim application of Article 6.2 CANCELLATION, given below.

The guarantee of fixed price is applicable only to the Vehicle which is part of the Order.

**2.2.** - Taking into consideration the repurchase commitment of the Vehicle on part of the Seller mentioned in Article 5, it is agreed that the Client will pay the Seller, or if necessary the Seller's representative, at the time of signing this purchase order, only a down payment, of which the amount is equal to the difference between the price of the Vehicle and its resale value as on the date of returning the Vehicle indicated overleaf of this purchase order.

In any event, the payment of the abovementioned down payment does not in any manner entail for the Client, the option of backing out in return for relinquishment of the said payment, except under the provisions of Article 6.3 given below.

The Client expressly authorizes the Seller to use his/her bank details which are provided at the time of placing the Order and to debit his/her account for the remainder of the price of the Vehicle that is still due, mentioned on the front of this purchase order, if the Vehicle is not returned by the Client on the date of restitution stated on the front of this purchase order or any other later date agreed upon in writing by both Parties.

The Seller will not be required to pay any amount to the Client in case the latter requests advance restitution of the Vehicle as regards the restitution date stated on the front of the Order, unless provided for otherwise in Article 4.3 given below.

**2.3.** - The transfer of ownership of the vehicle is suspended till the complete payment of its price in compliance with Article 2367 of the Civil Code, and the transfer of risks takes place at the time of delivery of the vehicle such as defined in Article 3 DELIVERY given below.

**3. DELIVERY**

**3.1.** - The delivery of the vehicle takes place at the location and dates indicated on the front of this purchase order.

However, in case there is a change in the order on request of the Client as well as in case of Force Majeure such as defined by the current Law and precedents in France or in case of events such as fire, floods, requisitioning, collective labor conflict, etc. that present characteristics of Force Majeure, concerning the Manufacturer, its suppliers or sub-contractors, or the Seller, the abovementioned delivery date shall be deferred to a later date agreed upon by the Parties.

Other than the cases mentioned above, the following cases are considered as being cases of Force Majeure:

- strikes, shut-downs, lock-outs that affect the Seller or its representative;
- interruptions in the means of transport, irrespective of the cause;
- legal or regulatory provisions (especially those concerning customs), in France or abroad, that affect the production, sale, free circulation or availability of the Vehicle.

**3.2.** - The Client is obligated to accept the delivery of the Vehicle at the date and time of delivery indicated on the front of the purchase order, unless the Parties have agreed upon a different delivery date.

The Client must be present at the delivery location during the working hours indicated by the Seller or its representative. Failing this, the delivery of the Vehicle is not guaranteed and the Seller cannot be held liable thereunder.

**3.3** - In case the Client fails to comply with the provisions of Article 3.2 given above, the Seller can claim application of the provisions of Article 6.4 CANCELLATION given below.

**3.4.** - In case the delivery date mentioned previously by the Seller is exceeded, and subject to the cases stated in Article 3.1 mentioned above, the Client can cancel the Vehicle Order in

compliance with the stipulations of Article 6.1 CANCELLATION given below, unless it reaches an agreement with the Seller regarding a mobility solution for replacing the effective delivery time of his/her Vehicle.

**4 SPECIAL CONDITIONS PERTAINING TO THE SERIES T REGISTRATION**

**4.1.** - The Client can acquire the Vehicle as per the import regime that consists of temporary exemption which he/she declares as being eligible for, in compliance with his/her status as declared on the front of this purchase order.

This Order is recorded within the context of the French regulations and Community Legislations in force. In case there is a change in the regulations, resulting in the modification of these general conditions of sale and warranty and/or this Order, each of the Parties will have the right, subject to the rights and duties stipulated in Articles 2 and 6, to cancel the Order, in return for compensation by the Seller to the Client of the down payment made at the time of signing the Order.

**4.2.** - The Vehicle is covered by a "comprehensive" automobile insurance policy without any exemptions. A summary of the insurance guarantees is submitted to the Client at the time of delivery of the Vehicle. This insurance comes into force on the planned delivery day stated on this purchase order at 00:00 hours and expires on the date of return stipulated on the front of the purchase order at midnight.

It also covers the expenses of repairs of the Vehicle as well as all damages caused to the vehicles of the involved third parties, within the limits of the insurance policy. It applies to all damages following a traffic accident, an act of vandalism, theft or attempted theft.

**This insurance does not however cover theft or loss of personal belongings of the Client and/or passengers present in the Vehicle.**

The medical expenses of the Vehicle passengers as well as of all third parties involved in the accident are covered in their entirety. As regards the driver of the Vehicle, the medical expenses will be borne to the extent of his/her liability in the accident (no bearing of expenses for 100% third party liability). In the latter case, the Driver Safety Warranty that is applicable.

In case a rented vehicle is offered to the Client as a replacement for the Vehicle, the abovementioned "comprehensive" insurance does not apply. The automobile insurance subscribed to by the rental agency will be applicable on the basis of the conditions described in the rental contract, signed and approved by the Client, who undertakes to comply with the clauses therein.

**4.3** - Subject to prior and written agreement of the Seller, the Client can return the Vehicle before its restitution date indicated on the front of this purchase order. In case the Seller accepts this, the Client cannot claim any partial reimbursement of the already paid amounts, unless the following cumulative conditions can be proved:

- the initial duration of the contract such as resulting from the delivery and return dates of the Vehicle indicated on the front of the purchase order is also higher than 30 days;
- the advance restitution date is at least 7 days before the planned date.

**In this case, the Client will receive compensation for the unused days, in compliance with the prevailing rate of the Seller, it being specified that irrespective of the circumstances causing this advance return, a minimum amount, corresponding to 21 days of the contract, will be retained.**

**4.4** - Subject to prior and written agreement of the Seller, the Client can return the Vehicle after its restitution date indicated on the front of this purchase order, in return for payment for the

additional days of use of the Vehicle in compliance with the prevailing rate of the Seller, it being however specified that the total duration of use of the Vehicle cannot exceed the duration of validity of the registration certificate of the Vehicle in the "T" series.

**5. RE-TAKING THE VEHICLE**

**5.1** - The seller undertakes to take back the vehicle from the Client at the latest on the date indicated on the front of this purchase order, subject to compliance with the provisions of Article 5.2 given below.

**5.2** - The process of taking back the vehicle is subject to the following cumulative conditions:

- the Vehicle is returned to the Seller, or to a person appointed by it for this purpose, at the latest on the date of return and at the place indicated on the front of this purchase order, in a **clean state and good functioning condition, as regards both, the mechanical aspect and bodyworks**. To this end, the Client will refrain from participating in any rally or competition using the Vehicle and from making any modifications to the interior or exterior of the Vehicle.

It is specified that the accessories will not be taken back by the Seller.

The Seller or any person appointed by it for this purpose will examine the vehicle at the time of its return.

- the Client has scrupulously complied with the instructions given in the maintenance manual of the Manufacturer;

- the Client has paid the estimated amount of repairs of the Vehicle which is communicated to him/her by the Seller, if damage has been observed during the abovementioned examination of the Vehicle, unless the insurance company with whom the automobile insurance policy stated in Article 4.2 has been taken out agrees to bear the expenses of the damages.

- the Client returns to the Seller or to any person appointed by it for this purpose, all documents related to the Vehicle and signs a certificate of sale; it being specified that the Vehicle cannot be taken back without its certificate of registration.

**5.3** - The Client expressly authorises the Seller to use his/her bank details which are provided at the time of placing the Order and to debit his/her account in case of non-payment of the additional expenses observed during the process of taking back the Vehicle, i.e.:

- the expenses for repairing the Vehicle, observed during the abovementioned scrutiny,
- expenses for cleaning the Vehicle such as stated in Article 5.3 given below,
- expenses resulting from additional days of use, such as stated in Article 4.4,
- expenses related to the replacement of any part observed to have been missing at the time of returning the Vehicle.

It is specified that the Client must return the following:

- the registration certificate (registration document or CPI) of the Vehicle
- both keys of the vehicle
- the possible SD card
- And leave inside the Vehicle, at the time of returning:

- the maintenance booklet of the Vehicle
- operating manual of the Vehicle
- the vest kit and warning triangle

- the expenses for repairs of the Vehicle that are not covered by the commercial warranties defined below,

- the expenses for renting the replacement vehicles, any exceedance of the cost of provision of replacement vehicles, beyond the amount of €915, if this provision takes place as part of CAR-2-EUROPE ASSISTANCE, and any other expenses not covered in CAR-2-EUROPE ASSISTANCE,

- any other expenses following the Client abandoning the Vehicle or replacement vehicles and not returning them at a place agreed upon with the Seller, especially expenses for returns outside of France,

- the amount of fines or sanctions of any type sent to the Seller for settlement following a violation of the Highway code by the Client. In this case, the Seller also has the right to provide the Client's contact details to the competent authorities.

The Client is obligated to return the Vehicle in **good functioning condition, as regards both, the mechanical aspect and bodyworks** and in a clean state. An inventory of the Vehicle will be carried out at the time of the return, it being specified that the Client must provide the time required for this purpose.

Any vehicle returned in an unclean condition (animal fur, sand, sludge, stained upholstery, waste left in the Vehicle, etc.) will result in an invoice for complete cleaning, sent to the Client, for €80.

**6. CANCELLATION**

**6.1** Notwithstanding any other right and actions which the Client may possess in accordance with the law and subject to the provisions of Article 3.4, and can in accordance with the provisions of Article L138-2 of the Consumer Code, in case the delivery date of the Vehicle is exceeded, cancel his/her Order through a registered letter with acknowledgement of receipt, or in writing on a different durable medium and demand compensation for payments already made, if after having made a demand under the same terms that the Seller should deliver the Vehicle within a reasonable additional period agreed upon jointly, and the Seller has failed to perform its duties in this regard.

In this case, the Order will be considered as cancelled when the Seller receives the written communication about this cancellation, unless it has not delivered the Vehicle in the meantime.

However, the Order can be cancelled immediately by the Client as per the abovementioned terms and conditions, in case the delivery period is exceeded, subject to having expressly informed the Seller during the Order that this period constitutes an essential condition for his/her signature.

**6.2** - Similarly, in the cases stated in Article 2.1 given above, when the price of the Vehicle on the day of its delivery is higher than that determined in the Order, the Client can cancel this order and demand reimbursement of the payments already made. This right can be exercised by the Client, through registered letter with acknowledgement of receipt, within a period of 5 (five) working days to be counted from the time the Seller informs the Client of the new price.

**6.3** -The Client can cancel the Order, through registered letter with acknowledgement of receipt, within the period mentioned below, it being specified that the amounts paid by the Client as part of the Order are reimbursed to him/her as soon as possible, after deduction of the cancellation fees, which are fixed at: €50 if the cancellation of the Order takes place more than 21 days before the delivery date of the Vehicle specified on the front of this purchase order, €300 if the cancellation of the Order takes place 21 days before the planned delivery date, €800 if the Vehicle is already registered in the name of the Client.

**6.4** - The Seller can cancel the Order in accordance with the law and without informing, in compliance with Article 1657 of the Civil Code, if, 7 (seven) days after the delivery date stated on the front of the purchase order, the Client cannot take delivery of the Vehicle. In this case, the Client will be owed the amount of €800 as cancellation fees.

In case the Client can justify the existence of a case of Force Majeure such as defined by the law and French jurisprudence in force or another event that presents characteristics of Force Majeure, that has prevented him/her from taking delivery of the Vehicle on the date stated on the purchase order, the delivery of the Vehicle will be deferred to a date agreed jointly by the Parties. If an agreement is not reached between the Parties, the Client will consider the Order as cancelled, and will be then owed the fixed amount of €800.

**7. GENERAL CONDITIONS OF THE DS COMMERCIAL WARRANTIES**

Refer to the section DS COMMERCIAL WARRANTIES of this document.

**8. GOVERNING LAW – DISPUTE**

These general conditions of sale and warranty are exclusively governed by French law. In case of dispute between the Parties, all measures will be taken to resolve it amicably.

The choice of the competent court will be made in accordance with the rules of general French law.

If your Vehicle is fitted with a Telematics System (you can obtain information from your Seller or consult the papers of your Vehicle), you will enjoy the advantage of Local Emergency and Assistance Services (depending on the conditions and limits stated in the corresponding section). If you desire that your location not be tracked as part of the use of all these Services, tick the corresponding box(es) below:

By ticking this box, I refuse to allow DS APPEL D'URGENCE LOCALISE to track my location; I understand that the Service will function directly with the public emergency services of the country where the accident takes place, in the local language and without the location, i.e. in failsoft mode. I understand that failsoft mode will be effective only 30 (thirty) days after receiving my Vehicle.

Signature: \_\_\_\_\_

By ticking this box, I refuse to allow DS APPEL D'URGENCE LOCALISE to track my location; I understand that the Service will function directly without the location and without the possible upload of technical data of the Vehicle, i.e. in failsoft mode. I understand that failsoft mode will be effective only 30 (thirty) days after receiving my Vehicle.

Signature: \_\_\_\_\_

The Seller or its representative <i>Stamp and signature of the Seller</i>	The Client <i>Signature preceded by the handwritten statement "read and approved"</i>
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**COMMON PROVISIONS FOR THE VARIOUS DS COMMERCIAL WARRANTIES**

- Your new Vehicle is covered by each of the DS commercial warranties to be counted from the start date of the warranty stated on the "warranty certificate" of the maintenance booklet, for the indicated period and without a mileage limit, unless provisions stating otherwise are brought to your awareness.
- In order to benefit from the free servicing to be carried out for your vehicle as part of the various DS commercial warranties, you must entrust this servicing exclusively to a DS authorized mechanic.
- The interventions carried out as part of the various DS commercial warranties do not result in the extension of the said warranties. However, in case your Vehicle is immobilized for a period equal to or higher than 7 (seven) consecutive days as part of one of the commercial warranties of the Manufacturer and not attributable to you, the corresponding DS commercial warranty will be extended correspondingly.
- In case of resale of your Vehicle, the new owners will enjoy the benefit of the various DS commercial warranties till the respective expiration dates, subject to the conditions of application of these warranties being fulfilled by all the said owners. To this end, you undertake to communicate the conditions of application of these warranties to the new owners.
- The DS commercial warranties are applicable as long as your Vehicle remains registered and circulates in the countries of the European Union\* as well as in the following countries or territories: Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Kosovo, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Vatican.

*\* on the date of publication of the maintenance booklet, the European Union consists of the following countries: Germany, Austria, Belgium, Bulgaria, Cyprus, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Holland, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden.*

The benefit of the DS commercial warranties does not depend on the execution of the repair and maintenance services not covered by these warranties, by a mechanic of the DS authorized network.

The provisions of these DS commercial warranties neither reduce nor eliminate the legal warranty against latent defects and the legal warranty of compliance which the consumers enjoy, of which the texts are stated at the end of this section "CITROËN commercial warranties" (1).

**THE MANUFACTURING DEFECTS COMMERCIAL WARRANTY**

The Vehicle Manufacturer, AUTOMOBILES PEUGEOT - 7 rue Henri Sainte-Claire Deville 92500 Rueil-Malmaison guarantees your new Vehicle against all manufacturing defects, for a duration of 2 years, without mileage limit, to be counted from the date of delivery of the Vehicle. This date is stated on the "warranty certificate" in the maintenance booklet which has been provided to you along with the Vehicle, except in the case of:

- parts of the traction chain of the C-Zero vehicle listed below, for which this warranty is 5 (five) years or 50,000 (fifty thousand) km, whichever occurs first: the electric traction machine, MCU electric motor control calculator, convertor/charger, normal load high-voltage internal cable (MCU-battery), quick charging high-voltage cable, separate wire for normal charging, traction battery, the traction battery calculator, electric vehicle calculator, reduction gear;
- parts of the traction chain of the DS5 Hybrid4 vehicles listed below, for which this warranty is 5 (five) years or 100,000 (hundred thousand) km, whichever occurs first: the hybrid control calculator, electric traction machine, high-voltage cables and connectors, traction battery;
- the traction battery and traction battery calculator of the vehicle BERLINGO ELECTRIC, for which this

warranty is 5 (five) years or 50,000 (fifty thousand) km, whichever occurs first.

**The manufacturing defects commercial warranty covers:**

- In addition to the restrictions mentioned below, the manufacturing defects commercial warranty covers the free repairs or replacement of parts recognized as being defective by the Manufacturer or its representative, without any expenses related to the labor required for the repairing of the Vehicle. This operation can be carried out using standard new or spare parts, as per the sole discretion of the Manufacturer or its representative.
- Similarly, if your Vehicle has been immobilized following a breakdown which is covered by the warranty, the Manufacturer or its representative bears the possible expenses for repairs on the spot or towing of your Vehicle up to the workshop of the nearest DS authorized mechanic, for a maximum distance of 100 (one hundred) kilometers. It must be noted that: the replacement of a part within the context of the commercial warranty of the manufacturing defects does not extend the duration of the latter. The commercial warranty that covers the exchanges expires on the end date of the manufacturing defects commercial warranty of your Vehicle.
- the ownership of the parts replaced within the context of the manufacturing defects commercial warranty passes on to the Manufacturer.

**The manufacturing defects commercial warranty does not cover:**

**Maintenance and adjustments:**

- the maintenance and servicing operations required for the proper functioning of your vehicle, mentioned in the maintenance booklet, adding additives and replacing the particle filter at the appropriate mileages as well as the replacement of consumables such as oil filter, air filter, fuel filter or interior accessories,
- adjustments or fine-tuning procedures (wheel alignment, wheel balancing, front drive-train, doors, etc.)
- replacement of parts that undergo normal wear and tear owing to the use of the Vehicle, its mileage and geographic and climatic environment in case this replacement is not a consequence of a manufacturing defect. This involves the following parts: brake shoes, lining and disks, tyres, clutch, seat belts, suspension, wind-shield wipers, spark plugs, lights, batteries and fuses, ball bearings, wheel bearings, fabrics (floor cover, covers of the seat, seat back, armrest, headrest, etc.), thermal battery of the vehicle, starter battery (12V) and traction battery of electrical vehicles and HYbrid4 technology vehicles.

**Using the Vehicle:**

- vibrations and sounds resulting from the operation of the Vehicle, damages such as discoloration, change or deformation of parts owing to their normal ageing process,
- damage following the use of fluids, parts or accessories other than the original products or products of equivalent quality, as well as the use of fuel\*\* which is unsuitable or of a bad quality, or using any additive not recommended by the Manufacturer,
- damage resulting from improper connection to the electric power supply, electric installation or the used current,
- damage resulting from natural phenomena like hail storm, floods, lightning, storm or other atmospheric hazards, as well as from accidents, fires or theft
- consequences of the repairs, transformations or modifications that might have been made to your Vehicle by companies not authorized by the Manufacturer, as well as the consequences of fitting accessories not approved by the latter,
- the tires, which are covered directly by the warranty of their respective manufacturers. The DS network can help you in this regard,
- any expenses not specifically provided for by this commercial warranty or by the legal warranty, especially expenses following possible immobilization of the vehicle, such as loss of use or operation,

\*\* For bio-fuels, please refer to the paragraph of the operating instructions of your Vehicle, in which this topic is specifically covered

The following is required from you to be eligible for the manufacturing defects commercial warranty:

- Presenting the updated maintenance booklet of your Vehicle, including especially the warranty certificate, duly filled-in by the Seller.
  - Ensuring that the maintenance and servicing of the vehicle is done in complete compliance with the Manufacturer's instructions and being able to provide proof for the same (maintenance follow-up sheets, invoices, etc.).
  - Once a possible defect is detected, taking your Vehicle to a DS authorized mechanic for repairs, during normal working hours. The purpose of this measure is to ensure your passengers' safety as well as your own and to prevent the detected defect from getting aggravated, which could result in more significant repairs than might have been required before. Consequently, the manufacturing defects commercial warranty does not cover the defect or its consequences when you have not taken the appropriate steps following the detection of the said defect.
  - Respond to any suggestions from a DS authorized mechanic to immediately carry out repairs on your Vehicle.
- Non-compliance with these rules would incur your liability for any direct or indirect consequence that might occur concerning the proper functioning of your Vehicle.**

You will lose the benefit of the manufacturing defects commercial warranty in the following cases:

- modifications or changes have been made to your Vehicle even though these have neither been provided for nor authorized by the Manufacturer or that these modifications or changes have been made without complying with the technical instructions provided by the latter,
- the fault is a result of negligence or non-compliance with the instructions appearing in the operating and/or maintenance guide.
- your Vehicle has been used other than in normal conditions or for competitive purposes, or has been overloaded (even if temporarily),
- the odometer of your Vehicle has been changed or its actual mileage cannot be determined with certainty. (In case of replacement of the meter, the "In case of replacement of the meter sheet" in the maintenance booklet must be filled-in by a DS authorized mechanic.)

**THE PAINTING COMMERCIAL WARRANTY**

In addition to the manufacturing defects commercial warranty, the Manufacturer guarantees your vehicle against any defects in the painting and polishing of the original bodyworks, to be counted from the delivery date stated on the "warranty certificate" in the maintenance booklet for:

- a duration of 3 (three) years in case of a private vehicle,
- a duration of 2 (two) years in case of a commercial vehicle.

**The painting commercial warranty covers:**

- The painting commercial warranty covers the total or partial re-painting or re-polishing of a defect observed by the Manufacturer or its representative.
- The painting commercial warranty is applicable under the express condition that the maintenance of your Vehicle is always carried out in accordance with the cycle defined by the Manufacturer and that the repairing of any possible damage has been done in strict compliance with the Manufacturer's standards. To continue enjoying the benefit of the painting commercial warranty, you are obligated to ensure that the damage resulting from external causes is repaired within the 2 (two) months following its detection; the expenses of this damage will be borne by you. This repair procedure will be recorded in the maintenance booklet, along with the corporate name of the mechanic, date of repair, mileage of the Vehicle and the number of the paid invoice. The presentation of this maintenance booklet, duly filled-in during the periodic inspections (or any other proof attesting the aforementioned interventions) will be required for any claims as regards the painting warranty.

**The painting commercial warranty does not cover:**

- damage to the paint or polish of the bodyworks caused by environmental factors, such as atmospheric,

Seller initials

Client initials

chemical, animal or vegetal fallout, sand, salt, projection of gravel or natural phenomena (hail, floods) and other external factors (following an accident or not).

• damage caused owing to negligence on part of the user, delayed notification of the defect to be remedied or non-compliance with the Manufacturer's instructions,

• damage resulting from events not covered within the context of the manufacturing defects commercial warranty stated above,  
• consequences of the repairs, transformations or modifications carried out on your Vehicle by companies not authorized by the Manufacturer.

#### THE ANTI-PERFORATION COMMERCIAL WARRANTY

In addition to the manufacturing defects and painting commercial warranty, the Manufacturer guarantees your vehicle against perforation (corrosion from the inside towards the outside of the bodyworks), to be counted from the delivery date stated on the "warranty certificate" in the maintenance

- a booklet duration of 12 (twelve) years in case of a private combustion vehicle or a Hybrid4 technology vehicle,  
- a duration of 7 (seven) years in case of a private electric vehicle,  
- a duration of 5 (five) years in case of a commercial vehicle,

#### The anti-perforation commercial warranty covers:

The anti-perforation commercial warranty covers the repairs or exchange of parts recognized as being defective by the Manufacturer or its representative, on which there is a perforation caused by corrosion.

• The anti-perforation commercial warranty is applicable under the express condition that the repairs on your Vehicle are always carried out in strict compliance with the Manufacturer's standards and that the Client has ensured the performance, in proper time, of:

1) servicing operations stated in the maintenance booklet,  
2) the anti-perforation commercial warranty inspections given below, and  
3) the repairing of any possible damage to the Vehicle.

• The maintenance cycle of the anti-perforation commercial warranty provides for four periodic inspections, expenses to be borne by you, to be carried out imperatively 4 (four) years after the date of commencement of the anti-perforation commercial warranty for private vehicles or 2 (two) years after this same date for commercial vehicles, and then after every 2 (two) years for all vehicles.

During these inspections, after having thoroughly washed the Vehicle if required, the repairer will verify the condition of the vehicle and will determine the possible interventions to be carried out and those that are likely to be covered by the anti-perforation warranty. Deterioration resulting from external causes that can cause corrosion will be indicated and recorded on the pages of the maintenance booklet, which are reserved for this purpose.

• Any intervention on the bodyworks (following an accident, damage, etc.) must be regularly followed-up by an inspection which must also be carried out under the same conditions.

• You are obligated to ensure that the damage resulting from external causes is repaired within the 2 (two) months following the inspections, in compliance with the Manufacturer's standards; the expenses of these repairs will be borne by you. This repair procedure will be recorded in the maintenance booklet, along with the corporate name of the mechanic, date of repair, mileage of the Vehicle and the number of the paid invoice.

The presentation of this maintenance booklet, duly filled-in during the periodic inspections (or any other proof attesting the aforementioned interventions) will be required for any claims as regards the anti-perforation warranty.

#### The anti-perforation commercial warranty does not cover:

• damage caused owing to negligence on part of the user or non-compliance with the Manufacturer's instructions,

• damage resulting from events not covered by the manufacturing defects commercial warranty stated above,

• consequences of elimination of the anti-perforation protection products through the application of an

additional treatment which is not part of the maintenance plan,

• consequences of the repairs, transformations or modifications carried out on your Vehicle by companies not authorised by the Manufacturer,

• corrosion resulting from the fitting of accessories not approved by the Manufacturer and/or installed without complying with the instructions defined by the latter,

• changes to the bodyworks of the Vehicle, as well as to the skips and loading platforms in case of commercial vehicles,

• wheels and mechanical parts that are not an integral part of the bodyworks.

#### CAR-2-EUROPE ASSISTANCE

In case of immobilization or theft of the Vehicle circulating in the following countries: Germany, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, metropolitan France, Gibraltar, Greece, Hungary, Ireland, Iceland, Italy, Luxembourg, Macedonia (FYROM), Malta, Norway, Holland, Poland, Portugal, Principalities of Andorra, Liechtenstein, Monaco, San Marino, Serbia, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden, Switzerland, Vatican, taking place before the date of restitution stated on this purchase order, the Client can enjoy the benefit of, in addition to the breakdown/towing service mentioned in the manufacturing defects commercial warranty text, additional transport or accommodation services, either by calling CAR-2-EUROPE ASSISTANCE on the number (+33)969390730, 24x7.

#### 1. BENEFICIARIES

The Client, and also the people travelling in the Vehicle, within the limit of number of seats indicated on the registration certificate of the said Vehicle.

#### 2. SERVICES

In case of immobilization of the Vehicle following a breakdown covered by the manufacturing defects commercial warranty which it may not be possible to repair in a day or in case of occurrence of the breakdown, accident, attempted theft or theft of the Vehicle (duly justified by a theft report) which it may not be possible to repair in a day, the beneficiaries can receive, up to the limit of €915 per incident: either a replacement vehicle of equivalent category at the most, without special equipment, within the limit of local availability, it being specified that: the driver-commits to comply with the conditions stipulated in the loan or rental contract of the replacement vehicle, the expenses related to the use of the replacement vehicle and especially the fuel, toll and parking expenses, possible additional insurance payments or deductibles, as well as any exceedance of the cost of provision and the total amount of the implemented services cannot exceed € 915, irrespective of whether it involves accommodation costs at the location or travel costs up to the destination in Europe, via train or airplane, tourist class or equivalent (in case the railway-journey lasts longer than 8 hours) The duration of accommodation at the location or provision of a replacement vehicle cannot go beyond the restitution date of the Vehicle mentioned on the front of the purchase order. Once the Vehicle, after repairs, becomes capable of normal use, the Seller will inform the Client of this, who undertakes to:

- re-take possession of the Vehicle at the location where the repairs took place. Delivery of the Vehicle to the holiday destination of the Client will not be offered;
- immediately return the replacement vehicle. The place of restitution of the replacement vehicle will be the place where it was initially provided or any other place indicated by CAR-2-EUROPE ASSISTANCE.

Insofar as a mobility solution was implemented for the entire duration of immobilization of the Vehicle, if this duration exceeds 24 hours, the Client cannot claim any reimbursement for not being able to use the Vehicle.

#### 3. LIMITS – EXEMPTIONS

The incidents resulting from the following causes are not covered:

• evident improper use of the Vehicle, loss of keys or theft of keys, getting bogged down, non-compliance with the maintenance plan of the Vehicle such as defined by the Manufacturer in the maintenance booklet, immobilization of the Vehicle by security forces, force majeure, participation in competitions or

sporting rallies, or preparatory tests for these events, theft of personal belongings, non-compliance with the Highway code in force in the countries crossed, driving under the influence of alcohol or drugs.

In case a breakdown is remedied within the period of a day, the Client has the right to obtain repair/towing services but not the services described above.

All expenses not stated in this document, especially the expenses for food, telephonic communications, fax, toll charges, parking charges, fuel expenses, fines and sanctions, will not be eligible for reimbursement.

In all cases of the exemptions mentioned above, the Client cannot claim the abovementioned services from CAR-2-EUROPE ASSISTANCE. Moreover, the expenses for repairing the Vehicle that are not covered in the manufacturing defects commercial warranty and/or replacement of keys of the said vehicle will be borne exclusively by the Client.

The reimbursement for services that may have been paid for by the beneficiaries can be made only on presentation to CAR-2-EUROPE ASSISTANCE of the original invoices for the accommodation expenses and train or airplane tickets, and within the limits of the abovementioned conditions. Similarly, the services received within the context of this contract, paid for by the Client at his/her own initiative without prior agreement from CAR-2-EUROPE ASSISTANCE, will not be reimbursed.

Moreover, no compensation will be paid for those services that are used by the beneficiaries but are not included in the abovementioned conditions, instead of the provided services that may not have been used.

<sup>(1)</sup>The commercial warranties of the Manufacturer such as defined above do not replace the legal warranty for latent defects resulting from the application of Articles 1641 to 1649 of the Civil Code, nor the legal warranty of compliance resulting from the application of Articles L. 211-1 to L. 211-18 of the Consumer code, which provide benefits to the purchasers in their capacity of consumers. In this context and in compliance with the law, the following legal provisions have been stated below:

**Article 1641:** "The seller is bound by a warranty on account of the latent defects of the thing sold which render it unfit for the use for which it was intended, or which so impair the said use that the purchaser would not have acquired it, or would only have paid a lesser price for it, had he known them."

**Article 1648 paragraph 1:** "The action resulting from redhibitory vices must be brought by the buyer within a period of two years following the discovery of the vice."

**Article L. 211-4:** "The seller is required to deliver a product which conforms to the contract and is held liable for any lack of conformity which exists upon delivery. He is also held liable for any lack of conformity caused by the packaging, the assembly instructions, or the installation if he assumed responsibility therefor or had it carried out under his responsibility."

**Article L. 211-5:** "To conform to the contract, the product must:

1. Be suitable for the purpose usually associated with such a product and, if applicable: correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model; have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labeling;

2. Or have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and which the latter agreed to."

**Article L. 211-12:** "Action resulting from lack of conformity lapses two years after delivery of the product."



## GENERAL CONDITIONS OF USE OF THE LOCAL EMERGENCY AND ASSISTANCE SERVICES

The ordered Vehicle can be fitted with a Telematics system and thus have the advantage of Local Emergency and Assistance Services, following the conditions and limits given below.

### Article 1 – DEFINITIONS

**Qualified alert:** telephone call made by the emergency call centre to the competent public emergency services of the area where the Emergency Situation takes place, including the communication (verbal or electronic) of all useful information, usually provided by the said emergency services (for example: condition of the Vehicle, of the passengers, number of people involved, location, physical identification of the vehicles, etc.)

**Client:** physical or legal person who has not refused, and thus enjoys full benefits of, in his/its name and stead, the Local Emergency and Assistance services provided by the Manufacturer, defined below.

**Manufacturer:** refers to AUTOMOBILES PEUGEOT – 7 rue Henri Sainte-Claire Deville 92500 Rueil-Malmaison

**Services:** Local Emergency and Assistance Services provided by the Manufacturer to the Client such as defined in the Articles "PURPOSE" and "SERVICES" hereafter.

**Assistance situation:** state of immobilization of the Vehicle, irrespective of whether it is observed beforehand or if it is imposed owing to the fact that the Vehicle is not suitable for use under the conditions provided for in the Highway Code, or whether or not this immobilization has taken place on the highway, i.e. whether or not there is a risk for road traffic, provided that this condition has not been caused owing to negligence on part of the user.

**Emergency situation:** dangerous condition or critical situation which might result in major consequences for the person (Client, driver, passenger or third party) involved in it, and which poses a risk, depending on the circumstances, of either loss of life or serious bodily injury. It can be the result of an accident, fainting or attack.

**Telematics System:** system consisting of, at least, a GPS positioning system (not part of the navigation system) which is connected to a mobile telephony system (not connected to the Bluetooth functionality). Certain devices have their own SIM cards and can thus independently contact the Local Emergency and/or Assistance Services; others require the Client to provide a SIM card of his/her choice (refer to possible limitations in Articles 3 and 10 below).

### Article 2 – PURPOSE

The purpose of the Local Emergency Service, also called DS APPEL D'URGENCE LOCALISE which is provided to the Client by the Manufacturer who is represented by the Seller, is to connect the Client to a call center dedicated to the Manufacturer's Service in an Emergency Situation; the said Service will then receive the location and identification of the Vehicle, and it will send a qualified alert if necessary to the competent public emergency services, including the information received and processed during the call.

The purpose of the Local Assistance Service, also called DS APPEL D'URGENCE LOCALISE, which is provided to the Client by the Manufacturer who is represented by the Seller, is to connect the Client to a call center dedicated to the Manufacturer's Service in an Assistance Situation; the said Service will then receive the location and identification of the Vehicle and other technical information representative of the state of functioning of the Vehicle, and it will authorize the nearest repairer/towing operator if necessary, or on the other hand it may advise the Client to continue travelling to the nearest repairer. The Local Assistance Service is a specific form of access offered to the Client within the context of assistance, such as described in Article 5.2 below.

### Article 3 – CONDITIONS OF ACCESS TO THE SERVICES

**Vehicle:** In France, only a vehicle of the Manufacturer's brand marketed and registered in metropolitan France, fitted with a telematics system provided by the Manufacturer's brand, will be eligible for the Services.

**Mobile telephony operator – SIM card:**

For the devices that do not have an included SIM card (contact your Seller or consult the papers of your

Vehicle), the Client must provide a SIM card of his/her choice to be able to access the Services.

To ensure the proper functioning of the Services, this SIM card must:

- Be properly inserted in the Telematics System of the Vehicle (refer to the instructions in the Vehicle documents);

- Have a valid subscription which ensures, at least, voice communication and SMS;

- Have, if required, extensions of subscription for other countries where the Client might wish to go, within the limits of the countries where the Services are also available (refer to Article 4 below);

- Not be subscribed to a special offer provided by a mobile telephone operator that is incompatible with the functioning of the Services. The incompatible offers known to the Manufacturer are updated and can be viewed by the Client at the sales outlet or on the website [www.dsautomobiles.com](http://www.dsautomobiles.com).

#### Initialization of the Services:

Henceforth, the technical provisions in force result in the activation and verification of the functioning of the Services in the plant.

Owing to this, no action, by the Seller or the Client, is required to initialize the Services. In particular, no call must be made to verify the activation of the Services. Such a call can be considered as abusive use of the Service(s) which the Client must use only in cases of Emergency or Assistance Services such as defined in Article 1 above.

### Article 4 – TERRITORIALITY

The Services are provided in metropolitan France, and also in other countries in Europe of which the list is maintained up to date by the Manufacturer, and which can be viewed at the sales outlet or on the website [www.dsautomobiles.com](http://www.dsautomobiles.com).

### Article 5 – SERVICES PROVIDED

#### 5.1. Local Emergency Service

The Manufacturer has provided, for the use of the Client, an emergency call center suitable for receiving the computerized message and telephone communications emitted from the Vehicle. In Emergency Situations, manually (by pressing a SOS button on the dashboard) or automatically (in case of detection of an impact by the Airbag box), the emergency call is triggered by the Telematics System with dispatch of a computerized message that contains the identification of the Vehicle, its location, type of call triggering, and then a voice communication channel is opened with an emergency call center.

The operator of the emergency call center questions the Client or the passengers in addition to the technical information received, in order to assess the Emergency Situation and, if required, to send a qualified Alert to the competent emergency public services.

In this latter case, the alerted emergency public services (firemen, police, police force, SAMU, etc.) can be, if they request it, connected directly with the persons in the Vehicle.

In addition to the intervention of the emergency public services, advice may be given over the telephone, if necessary and depending on the circumstances, by a doctor at the emergency call center.

This telephonic advice cannot be considered as a medical consultation or prescription and cannot be in any case considered as a substitute for on-site medical aid.

In the absence of a connection with the emergency call center, the Telematics System will automatically attempt to establish a telephone connection with 112 (European emergency number\*). It must be noted that this call to the competent public emergency services will be made without providing the location, i.e. in fail-safe mode and in the language of the public services contacted.

\* Other than in the countries where dialing 112 is prohibited without a SIM card.

#### 5.2. Local Assistance Service

A calling system integrated in the Vehicle allows the Client, by simply pressing a button on the dashboard (consult the papers of your Vehicle), to directly contact the call platform of the Local Assistance Service in France, and other information, including the Vehicle's location, is also sent at this time. The transmission of this assistance information is possible only if the Client has not refused to allow the location of the Vehicle to

be tracked by ticking the corresponding box appearing in this Order. When the Vehicle is covered by the manufacturing defects commercial warranty of the Manufacturer, the Client enjoys the benefit of the Local Assistance Services such as stated in the general conditions of the said commercial warranty.

The Local Assistance Service allows the Client to contact the call center of the said Service, which then authorizes a repairer/towing operator or on the other hand recommends continuing travelling till the nearest repairer depending on the Assistance Situation and in compliance with the assistance conditions defined in the general commercial conditions of the Order.

The geographical scope of coverage of the Local Assistance Service corresponds to the scope of assistance offered in addition to the manufacturing defects commercial warranty of the Vehicle appearing on the order.

When a Vehicle is no longer covered under the Manufacturer's manufacturing defects commercial warranty, the Client has the option of requesting the implementation, at his/her own expense, of an assistance service by making a local call using the Telematics System (the local call service is free).

However, when the Client travels to certain countries, the technical operation of the location service can be impossible for technical reasons. In this case, if the Client is eligible for the Local Assistance Service or requests assistance services at his/her own expense, they will be implemented without the exact location being known.

### Article 6 – OBLIGATIONS OF THE CLIENT

The Client undertakes to immediately inform the Manufacturer or any other authorized member of its network of any malfunction of the Telematics System of its Vehicle that it might be aware of.

6.1. Information from the Client about the sub-purchaser of his/her Vehicle

The Client must inform the purchaser of its Vehicle that the Vehicle is fitted with a Telematics System with, among other things, the capability of triggering an emergency call which will also include the location.

In the situation where, on request of the Client, the location tracking of the Vehicle might have been stopped at the time of purchase, the Client is obligated to inform the purchaser of the said Vehicle about the current configuration of the Local Emergency or Assistance Services, as well as about the procedure to be followed by a repairer authorized for changing the configuration of these services if necessary. He/she undertakes to, especially, forward all the papers of the Vehicle. In particular, in case of resale to a purchaser from another country in the European Union, the Client, in his/her capacity of seller of the Vehicle, must inform the purchaser of the necessity of reconfiguring the national emergency call center to be contacted, especially to ensure that the correct language is selected.

6.2. Informing other users of the Vehicle about respecting right to privacy

By subscribing to the Services, the Client declares having been informed of the provisions described in Article 14 pertaining to the respect of the right to privacy and having accepted this condition.

The Client also acknowledges that he/she has a duty to inform other users of the Vehicle of these provisions. Consequently, the Client protects the Manufacturer from any claim and/or legal action that any third party user of the Vehicle may bring to court against the latter owing to the implementation of the services.

### Article 7 – INDEPENDENCE OF THE PUBLIC EMERGENCY SERVICES

The Client is reminded that the competent public emergency services, which might possibly be alerted by the emergency call center, act independently, within the context of execution of a governmental mission on behalf of member Nations of the European Union. Their interventions are carried out at their sole initiative and the transmission of a qualified Alert by the emergency call center does not in any way mean that the intervention of the public emergency services will or can be implemented.

### Article 8 – ABUSIVE USAGE OF THE SERVICES

The Client must ensure that the manual triggering of an emergency or assistance call is done only in an

Emergency or Assistance situation, as per his/her assessment. If the Services have been used by the Client or a third party outside of this limit and especially in case of repeated calls that do not concern an Emergency or Assistance Situation, the Client must assume entire responsibility for this abusive use. In particular, a penalty of €200 (two hundred euros) is payable in accordance with the law by the Client to the Manufacturer, without prejudice to:

- all other rights and actions of the Manufacturer (especially such as reimbursement of expenses charged by the public emergency services in case of an abusive call and/or suspension of the Services);
- all other rights and actions of the public emergency services.

#### **Article 9 – COMMUNICATIONS COSTS**

When the Client's Vehicle is fitted with a Telematics System which requires the latter to provide a SIM card, the cost of communications via mobile telephony is not included in the Services and must be borne by the Client. In this case, the numbers of the Manufacturer to which calls are made will be toll-free and the cost of communication corresponds to the rates offered by the operator of the Client's SIM card.

Otherwise, the Client must not provide a SIM card. The communications are included in the Services.

#### **Article 10 – LIMITS OF THE SERVICES – LIABILITY**

##### **10.1. Territorial limits**

The Services are guaranteed only on all the territories defined in Article 4 given above. If the Client's Vehicle is in another country, the call centers in question will attempt to the best of their ability to provide a favorable conclusion to the call, without actually being able to guarantee the provision of the Services.

##### **10.2. Technological limits**

The Services are based on the provision, especially by the national or supranational public authorities, of technological solutions, of which the unavailability completely or partially prevents the functioning of:

- The wireless telephony networks and satellite location systems.

In particular, the actually available coverage of the mobile telephony networks, the topography of the location and atmospheric conditions can constitute, in certain places and at certain times, a major limitation to the functioning of the Services, notwithstanding any desire of the Manufacturer, which can result in the complete incapacity of the Telematics System of forwarding the calls, without it being possible to hold the Manufacturer liable for the same.

Similarly, the occasional or permanent unavailability of the geolocation system satellite signals may result in the location of the Vehicle no longer being available, without it being possible to hold the Manufacturer liable for the same.

##### **10.3. Technical limits**

The Services cannot be ensured and it is not possible to hold the Manufacturer liable in the following cases:

- partial or total deterioration or destruction of the Telematics System and its connected parts (battery, power supply network of the Vehicle, antennae) following an accident or any other event;
- primary and/or tertiary batteries getting disconnected or becoming non-functional;
- temporary suspension of the Services owing to technical constraints such as the performance of maintenance or development operations;
- SIM card provided by the Client is non-functional (refer especially to Article 3 given above) or temporary unavailability of the integrated system.

#### **Article 11 – TERM**

The Services are provided without a fixed term limit. However, in case of devices that include a SIM card, the function will be guaranteed for 10 (ten) years counted from the date of initial registration.

The Client will find when needed, in the authorized network of the Manufacturer, or on the [www.dsautomobiles.com](http://www.dsautomobiles.com), the information pertaining to the possible continuation of the services beyond this limit.

The Client must note that the assistance service implemented immediately after the Local Assistance Service is provided free of cost only for the term of the manufacturing defects commercial warranty of the Vehicle, which may be extended in case the Client subscribes to the corresponding service contract. For all this, it remains possible to make calls from the Telematics System for the period of 10 (ten) years

stated above for devices which include a SIM card, and without a time limit for the other devices.

#### **Article 12 – SUSPENSION / CANCELLATION OF THE SERVICES**

##### **12.1. Suspension of the Services**

###### **> At the initiative of the Manufacturer**

The Manufacturer can suspend the Services provided to the Client in case of abusive use such as defined in Article 8 above, and especially in case of repeated abusive calls, after a formal notice sent to the Client through registered letter with acknowledgement of receipt does not remedy the situation, without prejudice to any other rights and actions. The suspension will be notified through registered letter with acknowledgement of receipt and will take effect when this notification is received.

Any suspension of the Service(s) at the initiative of the Manufacturer results in the impossibility of tracking the Vehicle by the Telematics System and of contacting the emergency call center or assistance platform and also the public emergency services, when an Emergency Situation or an Assistance situation is encountered by the Client.

###### **> At the initiative of the Client**

If the Client no longer wishes to enjoy the benefits of the Services, he/she can request the suspension of the said Services by contacting a mechanic authorized by the Manufacturer.

The suspension of the Service(s) is not immediate, but requires a technical time depending on the intervention carried out. Any suspension of the Service(s) at the initiative of the Client results in the impossibility of tracking the Vehicle by the Telematics System and of contacting the emergency call center or assistance platform and when an Emergency Situation or an Assistance situation is encountered by the Client.

The Telematics System of the Vehicle will nevertheless continue to function, if the Client encounters an Emergency Situation, by attempting to establish a telephone connection with 112 (European emergency number\*). This call to the competent public emergency services will be made in fail-soft mode, i.e. without providing the location and in the language of the public services contacted.

For more information about the operations of suspension of the Service(s), the Client can contact a mechanic authorized by the Manufacturer.

\* *Other than in the countries where dialing 112 is prohibited without a SIM card.*

##### **12.2. Cancellation of the Services**

The Manufacturer can cancel the services if the said Services are no longer available, irrespective of the cause.

The cancellation of the Services will take place at the end of a period of 3 (three) months following the notification from the Manufacturer to the Client about the unavailability of the Services. The Client cannot make any compensation claims in this regard.

#### **Article 13 – FORCE MAJEURE – ACTIONS TAKEN BY THE PUBLIC AUTHORITIES**

The Services can be interrupted in case of force majeure such as defined by the law and the jurisprudence in force or following an order from the Public Authorities imposing the partial or complete suspension of the telephone operator services that are necessary for the Services or the satellite location tracking systems or that modify the rules pertaining to the access to the public emergency and assistance services.

It is expressly agreed that within the context of the Order, the following shall also be considered as being cases of Force Majeure:

- partial or total malfunction resulting from disturbances or interruptions in the means of communication provided by the telecommunications operators or satellite location tracking systems,
- collective labor conflicts of the service providers or suppliers or the Manufacturer, which present the characteristics of Force Majeure.

#### **Article 14 – PROTECTION OF PRIVACY**

The Client declares having been expressly informed of the following points:

##### **14.1. Tracking the location of the Vehicle**

The Telematics System is capable of continuously tracking the location of the Vehicle, which it records approximately for the last travelled kilometer.

This information is sent exclusively through the telephony networks when the Services are triggered (automatic or manual emergency call; assistance call).

In no event can the call centers or any other organization obtain this data from the Telematics System.

##### **14.2. Identification of the Vehicle**

The Telematics System is capable of electronically reading the chassis number, allowing identifying the Vehicle and consequently, the Client.

This information is sent exclusively through the telephony networks when the Services are triggered (automatic or manual emergency call; assistance call). In no event can the call centers or any other organization obtain this data from the Telematics System.

##### **14.3. Information collection**

The technical information (telephone communication information) and the "sensitive" information (location, description of the Emergency Situation or the Assistance Situation) are collected electronically or verbally only after the Telematics System is triggered, either manually or automatically. It is not possible to collect the abovementioned information from the Telematics System in any manner, within the context of contacting the Local Emergency and Assistance Services; the collection is done via mobile telephony. The digital information is encrypted and can be decrypted only by the Manufacturer or any other service provider authorized by the latter exclusively with the aim of providing the Services mentioned in this document.

##### **14.4. Information processing**

The collected information is intended only for the purpose of providing the Services, i.e. if required, to send a Qualified Alert to the competent public emergency services or to implement the said Services. This information cannot be processed for any purpose other than this.

##### **14.5. Distribution of the information**

The abovementioned processed information can be distributed only to the competent public emergency services or to the service provider companies intervening within the context of the Services. This information is thus used under the exclusive responsibility of these persons.

##### **14.6. Recording and storage of information**

When a call is in progress, the information pertaining to the Vehicle, its location and the Client is recorded and stored for a period which is fixed in accordance with the regulations. Once this period is over, all this information is made anonymous.

The period of recording the Client's telephone communications within the context of the Services corresponds to the period which is fixed in accordance with the regulations. At the end of this period, the records are completely erased.

Personal information, especially containing the location and timestamps in the event of an Emergency Situation (for example: an accident) will not be distributed to anyone other than the public emergency services and/or the repairing services. Moreover, this information will be stored for a period that is strictly limited to the time required for the abovementioned purposes and is erased as soon as possible.

Pursuant to Law no. 78-17 dated 6 January 1978 pertaining to Technology, Files and Liberties, amended, the Client is informed that his/her personal information is required by DS AUTOMOBILES, and/or any company that provides a service on its behalf, and/or its subsidiaries, and/or its commercial network, and/or any company of the Group to which DS AUTOMOBILES belongs, for provision of the Services.

Pursuant to the abovementioned Law, the Client has a right to access, modify and delete information concerning him/her, which he/she can exercise by simply sending an application to DS AUTOMOBILES, Service Télématique, Centre technique VELIZY, Route de Gisy, 78140 VÉLIZY-VILLACOUBLAY, France.

#### **Article 15 – APPLICABLE LAW**

The general conditions of use of the Services are governed exclusively by French law.

#### **Article 16 – SETTLEMENT OF DISPUTES – ATTRIBUTION OF JURISDICTION**

In case of dispute between the parties, all measures will be taken to resolve it amicably.

In the event that an amicable resolution cannot be reached, the choice of the competent court will be made in accordance with the rules of general French law.