

# GENERAL CONDITIONS OF SALE AND WARRANTY APPLICABLE TO THE VEHICLES SOLD TAX-FREE

**This order (hereafter referred to as the "Order") is binding on the Parties once each copy contains:**

- the client's signature (hereinafter referred to as the "Client"),
- the signature and the commercial stamp of AUTOMOBILES PEUGEOT ISS 45 rue Jean Pierre Timbaud 78300 POISSY, Establishment of Peugeot SA, acting under the commercial brand PEUGEOT CAR-2-EUROPE (hereinafter referred to as the "Seller") or its duly appointed representative.

With the Seller and the Client being hereinafter referred to as the "Parties".

The Order constitutes a contract for the sale of a new vehicle of the PEUGEOT brand which is identified on the front of this purchase order (hereafter referred to as "Vehicle"), with commitment to repurchase 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 agents of AUTOMOBILES PEUGEOT, a joint stock company (société anonyme), whose registered office is located at 2-10 boulevard de l'Europe 78300 POISSY, registered in the Versailles TCR under the number 552 144 503. 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 only valid and the date is only fixed, for the delivery and guarantee of fixed price of the Vehicle, 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.

In the event that the manufacturer makes modifications to the Vehicle, notably taking into account technical advancements, it guarantees that these will not alter the quality of the Vehicle nor modify its price. Consequently, the modifications made will not give rise to the right to cancel the Order.

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 ten (10) years from the delivery date. In case it so happens that these parts are not available during this period, Automobiles Peugeot 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 until 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, until 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 fixed price guarantee is only applicable to the Vehicle that is the subject 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 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 page 1 of the 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 - LIVRAISON

3.1 - The delivery of the vehicle takes place at the location and dates indicated on page 1 of the 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 page 1 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 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. If 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 reimbursement 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. The driver's medical expenses are also covered, and will be reimbursed under the driver Security warranty in the event of an at-fault accident.

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 page 1 of this purchase order. If the Seller accepts this, the Client cannot claim any partial reimbursement of the amounts that have already been paid, 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 thirty (30) days;
- the advance restitution date is at least seven (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, with it being specified that irrespective of the circumstances causing this advance return, a minimum amount, corresponding to twenty one (21) days of the contract, will be retained. Administrative fees of up to 20% of the amount of the unused days will be deducted. The rate used for the calculation of unused days will take into account discounts from any promotions related to the duration and applied during the calculation of the initial contract amount.

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 "1" series.

## 5 - TAKING BACK THE VEHICLE

5.1 - The seller undertakes to take back the vehicle from the Client at the latest on the date indicated on page 1 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 in good functioning condition, as regards both, the mechanical aspect and bodyworks and in a clean state, 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 page 1 of this Purchase Order. A written inspection of the Vehicle will be carried out at the time of its return, in the presence of both parties, for which the Client must allow the time required. It is specified that the accessories will not be taken back by the Seller.
- the Client has scrupulously respected all the instructions indicated in the maintenance booklet of the Vehicle; they have refrained from any abnormal use of the Vehicle, notably participating in any rally or competition using the Vehicle and from making any modifications to the interior or exterior of the Vehicle.
- 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 is also informed that if the vehicle is returned in an unclean condition (animal fur, sand, mud, stained upholstery, waste left in the Vehicle, etc.) this will result in an invoice for a complete cleaning, being sent to the Client, to the amount of eighty euros (€80).
- 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 inspection,
- expenses for cleaning the Vehicle such as stated in Article 5.2,
- 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. On this basis, it is specified that the Client must return the following: the registration certificate (registration document or provisional registration document) of the Vehicle and the two (2) keys of the Vehicle. And that they must leave the Vehicle's maintenance booklet and operating manual as well as the safety vest and warning triangle kit in the Vehicle when returning it.
- 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 nine hundred and fifteen euros (€915), if this provision takes place as part of PEUGEOT CAR - 2 - EUROPE, and any other expenses not covered in PEUGEOT CAR-2- EUROPE,
- 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.

## 6 - CANCELLATION

6.1 - Notwithstanding any other right and actions which they may possess in accordance with the law and subject to the provisions of Article 3.4, the Client can, in accordance with the provisions of Article L216-2 of the Consumer Code, in case the delivery date of the Vehicle is exceeded, cancel their 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 the event that the delivery period is exceeded, subject to having expressly informed the Seller during the Order that this period constitutes an essential condition for their 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, by registered letter with acknowledgement of receipt, within a period of five (5) 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 €800 if the vehicle is already registered, or 300€ for a non-registered vehicle, for a cancellation requested within 21 days of departure.

6.4 - The Seller can cancel the Order in accordance with the law and without informing, in compliance with Article 1657 of the CMI Code, if, seven (7) days after the delivery date stated on page 1 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 PEUGEOT COMMERCIAL WARRANTIES

Refer to the section PEUGEOT COMMERCIAL WARRANTIES of this document.

## 8 - CLIENT CONTACT CENTRE

Customer-care-tt@stellantis.com

## 9 - APPLICABLE LAW - DISPUTES - CONSUMER MEDIATION

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

In the absence of an amicable agreement, the consumer Client is informed, in accordance with article L.211-3 of the Consumer Code, that before referring to the competent courts, and following a written complaint made to Peugeot CAR-2-EUROPE (according to the terms described in article 8° CLIENT CONTACT CENTRE), they have the possibility of referring to a mediator registered on the list of mediators drawn up by the Evaluation and Monitoring Commission for Consumer Mediation, free of charge, in application of article L.615-1 of the Consumer Code, namely Médiation CMFM, by sending a letter to the following address:

Médiation Cmfcm, 21 rue des Malmaisons - 75013 Paris or on the website [www.mediationcmfm.fr](http://www.mediationcmfm.fr).

The consumer Client is free to accept or refuse the mediation and, if mediation is used, each party is free to accept or refuse the solution proposed by the mediator.

In the absence of an amicable agreement, the use of mediation or the parties' acceptance of the solution proposed by the mediator, a dispute between a consumer Client and Automobiles Peugeot or the Seller of a Vehicle will be brought before the courts according to the ordinary rules of law.

In the event of a dispute between the Seller, Automobiles Peugeot and a commercial client that has not been settled amicably, it will not be possible to refer to a mediator and only the courts within the jurisdictions of their registered office will be competent.

# CONFIDENTIALITY DECLARATION

You ("the Owner or the Lessee", hereinafter referred to as "You") have purchased or rented a vehicle equipped with information and electronic systems including different elements ensuring the proper functioning and security of the vehicle throughout its lifetime. These functionalities are as follows

- **The performance and technical conditions collection device:** that collects and processes technical information on the functioning and use of the vehicle and notably its fluid levels, its mileage, event logs including diagnostics and alerts or mechanical security information.
- **Remote functions:** that guarantee the optimal performance of remote services that the Regulations in force with regard to personal data protection [sic] You request or those necessary for the proper functioning of the vehicle, such as the maintenance or the update of the vehicles' IT and electronic systems.
- **The security device:** that enables the vehicle to be located to determine where You or your vehicle need assistance.
- **The eCall device:** communicates the exact position of the vehicle, the time of the incident and the direction of traffic on the motorway to the emergency services, even if the driver is unconscious or unable to make a telephone call. An eCall can also be triggered manually by pressing a button in the vehicle, for example, by a witness of a serious accident. eCall will only transmit data that is strictly necessary to provide assistance in the event of an emergency.

The purpose of this Confidentiality Policy is to inform You, in accordance with the Regulations in force with regard to personal data protection (which names the General Data Protection Regulation no. 2016/679 of 27th April 2016 and the Law on information technology and Civil Liberties no.78-17 of 6th January 1978, as amended), the conditions for the processing of your personal data by Automobiles Peugeot, on a case by case basis (hereinafter referred to as "We/Us"), with it being specified that these different functionalities will enable the collection, processing and transmission of information that may be qualified as personal data under the Regulations in force with regard to personal data protection, applicable in Your country.

Furthermore, we may be required to collect and process Your personal data when We interact with You in order to respond to Your request, as described hereinafter.

## 1. For what purposes is Your personal data processed and what is the legal basis for this processing?

The purposes for which We collect information relating to Your vehicle are the following:	The processing of this information is required in order to:
<ul style="list-style-type: none"> <li>- Process your vehicle order or your new vehicle rental request</li> <li>- And, as the case may be, to provide you with relevant and appropriate services to repair and/or maintain Your vehicle onsite or remotely, or to provide You with requested assistance (for example, roadside assistance, assistance in the event that your vehicle is stolen or has disappeared, help searching for missing persons and destination services)</li> </ul>	<ul style="list-style-type: none"> <li>- Performance of the Contract between You and Us</li> <li>- The processing of the order is a result of the performance of the Contract between PSA and Its Seller</li> <li>- The provision of services under the contract between You and Us, if You have subscribed to these services</li> </ul>
<ul style="list-style-type: none"> <li>- Optimising and improving the characteristics of a vehicle on the basis of pseudonymised information, including personal data: Improving security, developing new vehicles and functionalities, confirming the quality of the vehicle and analysing vehicle trends</li> <li>- Managing and optimising client relations</li> <li>- Carrying out surveys, enquiries and statistics to better evaluate the quality of its products and anticipate the requirements of its clients</li> </ul>	<p>The legitimate interest of Automobiles Peugeot in improving its products and providing products of a superior quality with improved functionalities and higher levels of security</p> <p>The legitimate interest of Automobiles Peugeot in ensuring the satisfaction and follow-up of its clients</p> <p>The legitimate interest of Automobiles Peugeot in evaluating the quality of its products, anticipating requirements and the satisfaction of its clients and developing new functionalities as a consequence</p>
<ul style="list-style-type: none"> <li>- Provide you with services requiring geolocation, such as onsite or remote assistance</li> </ul>	<p>Your prior consent which will be obtained for the collection and processing of geolocation data via a pop-up window</p>
<ul style="list-style-type: none"> <li>- Send you information on our promotional offers, new products and events (newsletters, invitations, questionnaires, enquiries and other publications)</li> </ul>	<p>Your prior consent which will be obtained, in the event that the law so requires, by ticking the box intended for this purpose when You communicate Your personal data with Automobiles Peugeot</p>
<ul style="list-style-type: none"> <li>- Grant the duly documented requests of the legal and/or administrative authorities</li> </ul>	<p>Legal obligation for the Seller or Automobiles Peugeot</p>

## 2. Who will receive this information?

The personal data that we process will be shared with a limited number of recipients, according to the purpose of the processing, as follows:

	Recipient's name	Purpose of sharing
1	The Seller	To ensure that the client is recognised when they interact with the Automobiles Peugeot network
2	Any supplier of thirdparty services and/or any company belonging to the same Group as Automobiles Peugeot, intervening for Automobiles Peugeot, in the provision of services that You have requested or requested by Automobiles Peugeot for the abovementioned purposes	To carry out marketing campaigns, satisfaction enquiries and propose commercial offers adapted to client requirements
3	In a pseudonymised format to any company belonging to the same Group as Automobiles Peugeot	To promote security, research, analysis and the development of products manufactured by the PSA Group.
4	Emergency services designated by law	To provide you with emergency assistance with Our eCall function, in accordance with Our legal obligations
5	After pseudonymisation, any commercial partner of Automobiles Peugeot linked by a confidentiality obligation	For any use of pseudonymised data for statistical purposes

## 3. Is your personal data transferred out of the EU?

We may be required to transfer Your personal data to recipients located in countries outside of the European Economic Area (EEA). Transfers are therefore protected by using transfer mechanisms that comply with the Regulations in force with regard to personal data protection.

## 4. What is the retention period for Your personal data?

The retention period of your personal data collected by the Seller may be determined in relation to the purpose of the data processing according to the following criteria:

- The data stored for determined purposes is retained for as long as is needed for the personal data processing requirements as defined in Article 1 above (for the term of the contract concluded with You, in accordance with the legislation, provided that We maintain a commercial relationship with You).
- Your personal data is then archived for the applicable limitation period.
- And then anonymised or deleted.

## 5. What are your rights and how can you exercise them?

In accordance with the regulations in force with regard to personal data protection, You have the right to access, rectify and delete your personal data, the right to limit the processing thereof, to obtain a copy of Your personal data for Your own requirements or to transmit it to a service provider of your choice (portability), as well as the right to object to its processing when this processing is for direct marketing purposes.

You can also send instructions regarding the management of Your information after your death to **Automobiles Peugeot - Service Relation Clientèle, Case YT 227 - 2/10 Bd de l'Europe, 78092 POISSY.**

You can retract your consent at any time when the processing is based on this. All these rights apply within the limits provided for by the Regulations in force with regard to personal data protection.

You can exercise these rights upon simple request addressed to Automobiles Peugeot - Service Relation Clientèle, Case YT 227 - 2/10 Bd de l'Europe, 78092 POISSY, at the following address: <https://citroen-fr.fr.custhelp.com>. Moreover, in application of the article L223-2 of the Consumer Code, you can object, at any time, to being contacted by telephone, by registering yourself, free of charge, on <https://conso.bloctel.fr/>.

You can also exercise your right to file a complaint with the national data protection authority by sending your request to the National Commission for Information Technology and Civil Liberties, 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07, [www.cnil.fr](http://www.cnil.fr).

## 6. What should be done in the event of a change in the driver or owner of the vehicle?

You are responsible for informing the drivers, users and new owners or lessees of Your vehicle that personal data is collected and used by Automobiles Peugeot under this Confidentiality Policy, and to inform Automobiles Peugeot at the following address: Automobiles Peugeot - Service Relation Clientèle, Case YT 227 - 2/10 Bd de l'Europe, 78092 POISSY, of any sale or transfer of your vehicle, in order for the data emitted by the telematics device to stop being transmitted. If the new owner or lessee so permits, You may also transmit their contact details (including their email address).

# PEUGEOT COMMERCIAL WARRANTIES

## COMMON PROVISIONS FOR THE VARIOUS PEUGEOT COMMERCIAL WARRANTIES

- The new Vehicle is covered by the Peugeot 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 the Client's awareness.
- In order to benefit from the free servicing to be carried out on the vehicle as part of the Peugeot commercial warranties, the client must entrust this servicing exclusively to a Peugeot authorized mechanic.
- The interventions carried out as part of the Peugeot commercial warranties do not result in the extension of the said warranties. However, in the event that the Vehicle is immobilized for a period equal to or higher than seven (7) consecutive days as part of one of the Peugeot commercial warranties and this is not attributable to the Client, the corresponding Peugeot commercial warranty will be extended correspondingly.
- In case of the resale of the Vehicle, the new owners will enjoy the benefit of the Peugeot commercial warranties until the respective expiration dates, subject to the conditions of application of these warranties being fulfilled by all said owners. To this end, the Client undertakes to communicate the conditions of application of these warranties to the owner.
- The Peugeot commercial warranties are applicable as long as the Vehicle remains registered and circulates in the following countries or territories: Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Continental Greece, Croatia, Cyprus (Greek part only), Czech Republic, Denmark, Estonia, Finland, Germany, Gibraltar, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia (FYROM), Malta, Metropolitan France, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Principality of Andorra, Romania, San Marino, Serbia (except Kosovo), Slovakia, Slovenia, Spain, Sweden, Switzerland, The Vatican.

**The benefit of Peugeot commercial warranties is not conditional on the performance of repair and maintenance services that are not covered by these warranties by a Peugeot network authorized mechanic.**

**The provisions of these Peugeot 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 "PEUGEOT COMMERCIAL WARRANTIES".**

## THE MANUFACTURING DEFECTS COMMERCIAL WARRANTY

Automobiles Peugeot guarantees the Vehicle against all manufacturing defects, for a duration of 2 (two) 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 provided with the Vehicle, except in the case of:

### **- Regarding hybrid vehicles:**

- parts of the traction chain of the vehicle listed below, that are guaranteed for a period of eight (8) years or one hundred sixty thousand (160,000) km, whichever occurs first: the control calculator, electric traction machine, high voltage cables and connectors, reduction gear.
- the traction battery, the capacity of which to store a quantity of energy higher than or equal to 70% of its reference value when new, is guaranteed for a period of eight (8) years or one hundred sixty thousand (160,000) km, whichever occurs first.

### **The Manufacturing Defects Commercial Warranty covers:**

In addition to the restrictions mentioned below, the Manufacturing Defects Commercial Warranty of the Vehicle covers the free repairs or replacement of parts recognized as being defective by Automobiles PEUGEOT or its representative, as well as any expenses related to the labor required for the repairing of the Vehicle.

This operation will be carried out with new original parts or "standard exchange" parts (parts that have been restored and that fit the same specifications as the original parts).

Similarly, if the Vehicle has been immobilized following a breakdown which is covered by the warranty, Automobiles PEUGEOT or its representative bears the possible expenses for repairs on the spot or towing of the Vehicle to the workshop of the nearest Automobiles PEUGEOT authorized mechanic.

It must be noted that: the replacement of a part within the context of the warranty operations does not extend the duration of said warranty. The commercial warranty that covers the exchanges expires on the end

date of the Manufacturing Defects Commercial Warranty of the Vehicle.

- the ownership of the parts replaced within the context of the Manufacturing Defects Commercial Warranty passes on to Automobiles PEUGEOT or its representative.

### **The Manufacturing Defects Commercial Warranty does not cover:**

#### Maintenance and adjustments:

- the maintenance and servicing operations required for the proper functioning of the 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.) after 3 months or 3,000km, whichever occurs first;
- 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 concerns the following parts: brake pads, linings and discs, the clutch, dampers, wind-screen wipers, lamps (except for discharge lamps and LEDs) and traction batteries. It is specified that the deterioration of the traction battery exceeds the performances covered by the Manufacturing Defects Commercial Warranty, the criteria of which are specified hereinabove

#### 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 Automobiles PEUGEOT,
- damage resulting from a non-compliant connection of the electric Vehicle, to the electricity supply, the 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 the Vehicle by companies not authorized by the Automobiles PEUGEOT, as well as the consequences of fitting accessories not approved by the latter,
- the parts directly covered by their manufacturer, such as tires, for which the PEUGEOT network will verify if the specific conditions of this direct warranty apply,
- 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, etc.

**\*\* For biofuels: The Client is invited to refer to the specific paragraph in the Vehicle's operating guide.**

### **The following is required from the Client to be eligible for the Manufacturing Defects Commercial Warranty:**

- Presenting the updated maintenance booklet of your Vehicle, notably including the warranty certificate, duly filled-in by the Seller.
- Carrying out the maintenance and servicing of the Vehicle in complete compliance with the instructions notably indicated in the service manual (including the personalized service plan) of the Vehicle and being able to provide proof thereof (updated service manual sheets, invoices, etc.).
- Once a possible defect is detected, taking the Vehicle to an Automobiles PEUGEOT authorized mechanic for repairs, during normal working hours. The purpose of this measure is to ensure the safety of the Vehicle and that of your passengers as well as preventing the detected defect from being 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 the Customer has not taken the appropriate steps following the detection of said defect;
- Responding to any suggestions from an Automobiles PEUGEOT authorized mechanic to immediately carry out repairs on the Vehicle.

**Non-compliance with these rules will incur the Client's liability for any direct or indirect consequence that might occur concerning the proper functioning of the Vehicle.**

**The Client will lose the benefit of the Manufacturing Defects Commercial warranty in the following cases:**

- when modifications or changes have been made to the Vehicle even though these have neither been provided for nor authorized by Automobiles PEUGEOT or that these modifications or changes have been made without complying with the technical instructions provided by the latter,
- when the fault is a result of negligence or noncompliance with the instructions appearing in the operating guide and the maintenance booklet,
- the Vehicle has been used other than in normal conditions or for competitive purposes, or has been overloaded, even if temporarily,
- when the odometer of the 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 an Automobiles PEUGEOT authorized mechanic).

### THE PAINTING COMMERCIAL WARRANTY

In addition to the Manufacturing Defects Commercial Warranty, Automobiles PEUGEOT guarantees the Vehicle against any defects in the painting and polishing of the original bodyworks for the entire period and mileage of the Manufacturing Defects Commercial Warranty.

#### The Painting Commercial Warranty covers:

- The Painting Commercial Warranty covers the total or partial re-painting or re-polishing of a defect observed by Automobiles PEUGEOT or its representative.
- The Painting Commercial Warranty is applicable under the express condition that the maintenance of the Vehicle is always carried out in accordance with the maintenance recommendations defined by Automobiles PEUGEOT in the maintenance booklet and that the repairing of any possible damage has been done in strict compliance with Automobile PEUGEOT's standards.

To continue to benefit from this, the Customer is obliged to ensure that the damage resulting from external causes is repaired within the 2 (two) months following their detection; the expenses of this damage will be borne by the Customer. 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, chemical, animal or vegetal fallout, sand, salt, projection of gravel or natural phenomena (hail, floods etc.) and other external factors (following an accident or not).
- damage caused owing to negligence, the delayed notification of the defect to be remedied or noncompliance with the Automobile PEUGEOT'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 by companies not authorized by Automobiles PEUGEOT.

### THE ANTI-PERFORATION COMMERCIAL WARRANTY

In addition to the Manufacturing Defects and Painting Commercial Warranties, Automobiles PEUGEOT guarantees the 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 booklet for:

- a duration of 12 (twelve) years if the vehicle is a private non-electric car,
- a duration of 7 (seven) years if the Vehicle is a private electric car,
- a duration of 5 (five) years if the Vehicle is a utility vehicle.

#### The Anti-Perforation Commercial Warranty covers:

- The Anti-Perforation Commercial Warranty covers the repairs or exchange of parts recognized as being defective by Automobiles PEUGEOT 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 Automobiles PEUGEOT's standards and that the Client has ensured the performance, in proper time, of:
  - servicing operations stated in the maintenance booklet,
  - the Anti-Perforation Commercial Warranty inspections given below, and
  - the repairing of any possible damage to the Vehicle.
- The maintenance cycle of the Anti-Perforation Commercial Warranty provides for periodic inspections at the Customer's expense:
  - four (4) for private non-electric cars, which must be carried out four (4)

years after the start date of the Anti-Perforation Commercial Warranty, then every two (2) years afterwards;

- two (2) for electric vehicles and utility vehicles, which must be carried out two (2) years after the start date of the Anti-Perforation Commercial Warranty, then every two (2) years afterwards.

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.

- The Client is 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. This repair procedure must 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 or noncompliance with Automobiles PEUGEOT'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 by companies not authorized by Automobiles PEUGEOT.
- corrosion resulting from the fitting of accessories not approved by the Automobiles PEUGEOT 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.

### 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, 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 ASSISTANCE on the number (+33)9.69.36.07.60, 24x7.

#### 1 - BENEFICIARIES

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

#### 2 - SERVICES

In the event of the immobilization of the vehicle following a breakdown that is covered by the Manufacturing Defects Commercial Warranty that cannot be repaired on the day of the accident, the attempted theft of the Vehicle, the repairs of which cannot be carried out on the same day, or the theft of the Vehicle (duly proven by a declaration of theft), the beneficiaries may benefit, within the limit of €915 per incident, from:

- either a replacement vehicle of an equivalent or lower category, without specific equipment, within the limits of local availabilities, with it being specified that: the driver undertakes to respect the conditions stipulated in the loan or rental agreement of the replacement vehicle; the total amount of the fees relating to the use of the replacement vehicle and notably fuel expenses, toll and parking fees, any eventual additional insurance or insurance franchises, as well as any overspending of the cost of provisioning, cannot exceed €915.
- or onsite accommodation,
- or the transportation of the beneficiaries to their next destination in Europe by train or airplane of a tourism class or the equivalent (in the

event that more than 8 hours of travel would be necessary by train).

It is specified that the accommodation period or that of the provisioning of a replacement vehicle cannot exceed the date on which the Vehicle is to due be returned, as specified on page 1 of the 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.

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.

If 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.

### 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 stuck, 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.

All expenses not stated in this document, such as 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. Moreover, the expenses for repairing the Vehicle that are not covered in the Manufacturing Defects Commercial Warranty and/or replacement of keys of 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 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 CAR-2-EUROPE, 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.

**(1) 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 and 2332 of the Civil Code, nor the legal warranty of compliance resulting from the application of Articles L. 217-1 to L217-16, L232-2 and L241-5 of the Consumer code, which provide benefits to the purchasers in their capacity of consumers.**

On this basis, the consumer Client is informed that they benefit from two (2) years from the delivery of the Vehicle to bring a claim under the legal compliance warranty and to choose between the reparation and the replacement of the Vehicle, subject to the cost conditions provided for in article L217-9 of the Consumer Code. They are exempt from having to provide proof of the existence of a compliance defect within the twenty four (24) months following the delivery of the Vehicle, with the legal compliance warranty applying irrespective of the PEUGEOT commercial warranties. They may prefer to implement the warranty against latent defects of the product sold, within the meaning of article 1641 of the Civil Code and to choose, in this instance, between the cancellation of the sale or a reduction of the sale price, in accordance with article 1644 of the Civil code.

In compliance with the law, the following legal provisions have been stated below:

#### - **Civil Code:**

- **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 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 defects must be brought by the buyer within a period of two years following the discovery of the defect."

#### - **Consumer Code:**

- **Article L217-4:** "The seller delivers a product which conforms to the contract and is held liable for any lack of conformity which exists upon delivery. They are also held liable for any lack of conformity caused by the packaging, the assembly instructions, or the installation if they assumed responsibility therefor or had it carried out under their responsibility."

- **Article L217-5:** "The product is considered as complying with the contract:

1° If it is fit for the usual use expected of a similar product and, as the case may be:

- if it corresponds with the description given by the seller and has the features that the seller presented to the buyer in the form of a sample or model;

- if it has the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the manufacturer or its representative, notably in advertising or on the product's labeling;

2° Or if it has the features defined by mutual agreement between the parties or is fit for any special requirement of the buyer which was made known to the seller and which the latter agreed to."

- **Article L217-12:** "Action resulting from lack of conformity lapses two years after delivery of the product."

- **Article L217-16:** "When the buyer asks the seller, during the commercial warranty period granted to them on the purchase or reparation of a moveable product, for any repairs covered by the warranty, any immobilization period of at least seven days will be added to the remaining warranty period. This period shall begin upon the buyer's intervention request or the provision of the product in question for repairs if this is done so after the intervention request."