

GENERAL CONDITIONS OF SALE
applicable to vehicles sold under temporary suspension of tax

The subject of this document is the supply to the customer, benefiting from right to tax-free purchase, of a new vehicle by RENAULT (Special Export Sales Department).

1 – CONSTITUTION OF THE CONTRACT

1.1 Cash sales or financing not coming within the scope of French law n° 78.22 dated 10th January 1978.

The contract applies from the moment the purchase order is signed and the downpayment made. The customer (or the financial institution) must pay the balance of the sales price on delivery of the vehicle and before the designated establishment performs the registration formalities, if the customer has entrusted this task to it.

1.2 Financing coming within the scope of French law n° 78.22 dated 10th January 1978

In the event that the vehicle to which this contract refers is sold or delivered with the collaboration of a financial institution, the mode of financing (credit sale or lease-option agreement) must be stated on the contract.

The contract applies as soon as the customer accepts the preliminary offer of finance and after downpayment is made of a sum not exceeding the contribution that the customer has foreseen to pay in cash.

The customer or the financial institution must pay the balance of the price on delivery of the vehicle and before the designated establishment performs the registration formalities, if the customer has entrusted this task to it.

1.2.1 - If the customer chooses DIAC as financial institution, he empowers RENAULT to present the preliminary offer of finance to DIAC and to receive authorisation from the latter, if granted, on his behalf.

1.2.2 - If the customer chooses another financial institution, the customer shall undertake personally to make arrangements with the latter for the preliminary offer of finance. He shall also make it known to the designated establishment, by the end of the 7th day following his acceptance of the preliminary offer at the latest, if the financial institution he has chosen accepts the application file or if he has withdrawn of his own volition.

2 – PRICE GUARANTEE – TECHNICAL MODIFICATIONS

2.1 The price excluding tax of the vehicle, as stated on this contract, is guaranteed for three months from the date of signature of the purchase order. In the event that delivery is not made within the said price guarantee period and provided that the customer is not responsible for the delay, the price guarantee shall be extended until the effective delivery of the vehicle, unless the delay arises through force majeure.

2.2 The price guarantee applies in all cases, unless the variation in price arises through technical modifications due to the application of regulations imposed by the government authorities in France or the importing country.

2.3 Modifications linked to technical evolution may nevertheless be made, provided that they do not incur any increase in price, nor any alteration to the quality and that the customer has the facility to state the characteristics to which his agreement is subject.

3 – PAYMENT TERMS

An imprint of the customer's credit card is requested at the time the vehicle is ordered. Renault reserves the right to use it and to debit the customer's account in the event of non-payment of the additional expenses not covered by the contract, namely:

- ⇒ expenses associated with the return of the vehicle outside France,
- ⇒ days in excess of the term of contract,
- ⇒ disappearance of elements from the vehicle.

4 - DELIVERY

4.1 - RENAULT undertakes to deliver the vehicle ordered at the place and on the date indicated on the reverse of this contract.

The customer shall take delivery of the vehicle under the same conditions.

Should an event constituting force majeure arise, the agreed term of delivery shall be extended to the benefit of both the customer and the designated establishment by a period equal to the event.

Given the specific conditions for the registration and circulation in France of this type of vehicle:

⇒ the vehicle registered as exempt of tax can only be delivered to the customer purchasing it, who is sole holder of the vehicle registration document (unless a special provision in the empowerment states otherwise), after verification by the customs authorities that the conditions under which the tax exemption is granted are effectively fulfilled,

⇒ the customer undertakes to regularise the customs status of his vehicle as soon as the conditions for the tax exemption are no longer fulfilled.

4.2 - When a customer, who has ordered a vehicle immediately available at the point of sale with finance that comes within the scope of French law n°78.22 dated 10.01.1978, requests "immediate" delivery, he has the right to reduce the period of retraction from the 7 days to which he is entitled under the provisions of law n°78.22, to 3 days only.

Under such circumstances, he must mark his request for early delivery on this contract, duly signed and dated, using the terms indicated below:

"I request immediate delivery. I acknowledge that I have been informed that this request has the effect of reducing the legal period of retraction. The period of retraction shall expire on the day of delivery of the vehicle, while not being less than 3 days nor greater than 7 days."

4.1 - In accordance with law 91.1442 relating to payment between companies, in the event that the sums due are paid after the due date stated on the invoice, penalties for late payment at one and a half times the statutory rate of interest shall be applied.

5 - WARRANTY

The vehicle ordered is covered by the legal warranty against latent defects under the provisions of section 1641 et seq. of the French Civil Code.

Furthermore, within the scope of this contract of sale with exemption from taxes, if the vehicle is used temporarily in metropolitan France before it is exported, it benefits:

⇒ from a contractual warranty covering any duly identified defect on the vehicle sold: the "Garantie Losange", the conditions for the application of which are stated below and the main provisions of which are restated in the owner's manual (or the RENAULT SERVICE manual) issued to the customer on delivery of the vehicle;

⇒ from an anti-corrosion warranty the conditions for the application of which are stated below and the main provisions of which are restated in the owner's manual (or the RENAULT SERVICE manual) issued to the customer on delivery of the vehicle.

When the customer, in accordance with the terms of this contract, exports his vehicle outside metropolitan France, the warranty conditions applied shall be those of his country of residence, whether the temporary transit registration number is kept or otherwise, as the place of residence determines the warranty conditions to which he is entitled.

5.1 - The "Garantie Losange"

5.1.1 - What is the duration of the "Garantie Losange"?

Two years starting from the date of delivery or, failing this, the date first put into circulation as stated on the registration document. There is no kilometrage limit.

5.1.2 - What does the "Garantie Losange" cover?

The customer benefits from rectification free of charge (parts and labour) of any defect in materials or assembly duly identified on the vehicle, at the customer's initiative, as well as the damage caused by the defect to other parts of the vehicle, by repair or replacement of the part recognised to be defective, under the conditions stated hereunder.

The "Garantie Losange" does not cover the indirect consequential losses of a possible defect (operating losses, etc.).

The maintenance costs incurred by the customer in accordance with the manufacturer's recommendations and those resulting from normal wear and tear remain the customer's responsibility.

Furthermore, the "Garantie Losange" does not apply to the elements of the vehicle that have undergone transformation and does not cover the consequences (deterioration, wear, alteration,

etc.) of the transformation on the other parts or systems of the vehicle or on the characteristics of the vehicle itself.

Within the scope of the “Garantie Losange” and throughout its period of validity, the customer benefits from 24-hour assistance with RENAULT Assistance. The arrangements for such assistance are defined hereunder.

5.1.1 - How does the “Garantie Losange” work?

To benefit from the “Garantie Losange”, the customer must contact a member of the RENAULT network displaying the RENAULT trade sign; no other establishments are authorised to perform operations under this warranty. The decision to repair or replace the part identified as being defective remains with the RENAULT workshop.

The customer shall present, duly completed, the owner’s manual (or RENAULT SERVICE manual) issued to him on delivery of the vehicle, attesting that the maintenance operations recommended by the manufacturer have effectively been carried out.

For certain types of vehicles, an inspection is to be performed between 1000 and 3000 km (Cf. owner’s manual).

The supply of lubricants and the oil filter is charged to the customer; labour is free of charge.

The customer must have the defect covered by the “Garantie Losange” noted by a RENAULT workshop, the sole establishment authorised to perform work under this warranty, or notify it in writing and, if the vehicle is immobilised, make contact with RENAULT Assistance. Failing this and outside the business hours and days of the nearest RENAULT repairer, or under special conditions (breakdown on the motorway), the customer may call upon another local repairer, preferably belonging to the RENAULT network, for breakdown and towing services.

The “Garantie Losange” does not apply and the vendor disclaims all liability:

- ⇒ when parts have been fitted or modifications made to the vehicle other than those authorised by the manufacturer;
- ⇒ when the defect disclosed arises as a result of the customer having the vehicle repaired or maintained by a workshop that does not belong to the RENAULT network;
- ⇒ when the vehicle has been used under conditions that do not conform to those specified by the manufacturer (e.g.: excessive loads or entering the vehicle in a sports event of any nature whatsoever);
- ⇒ when the vehicle has not been maintained normally and especially when the instructions stated in the owner’s manual (or RENAULT SERVICE manual) regarding the treatment, maintenance or care of the vehicle have not been observed.

In the event that an operation under the “Garantie Losange” leads to the immobilisation of the vehicle for a period exceeding seven consecutive days, the period is added to the duration of the “Garantie Losange” remaining at the time the customer requests the operation, witnessed by his signature on the repair order.

The parts replaced within the scope of the “Garantie Losange” become the property of RENAULT by right.

Outside metropolitan France, the “Garantie Losange” applies to the vehicle ordered under the same conditions as in the country of registration under temporary exemption of taxes.

5.1.2 - RENAULT Assistance in metropolitan France

The customer or the authorised driver, as well as the passengers accompanying the latter free of charge within the limit of the number of seats indicated on the registration document, benefit from assistance under the conditions stated hereunder.

⇒ Initiating event

The vehicle is immobilised by a fault subsequent to an unforeseeable mechanical incident, covered by the “Garantie Losange”, duly noted by the manufacturer and not involving the responsibility of the customer or the driver.

⇒ Implementation of assistance services

On receipt of a call from the customer, and depending on his situation, RENAULT Assistance organises and assumes the costs of the services described hereunder.

The customer does not have to pay any advance expenses other than taxi fares and, on account of current legislation, when the vehicle is towed on the motorway. Under such circumstances, the customer must inform RENAULT Assistance as soon as he arrives at the garage receiving the vehicle.

WARNING: RENAULT Assistance declines to reimburse expenses incurred by the customer without its prior consent.

Users of RENAULT vehicles provided by a “short-term” hire company only benefit from breakdown and towing services.

⇒ Roadside breakdown repair/towing

As far as possible, RENAULT Assistance organises rapid roadside repair of the vehicle.

If roadside repair is not possible, the vehicle is towed to the nearest RENAULT workshop or, failing this, in certain European countries, to the nearest garage likely to perform the repair.

⇒ Dispatch of spare parts

If it is not possible to obtain spare parts on site, RENAULT undertakes to have them delivered to the repair workshop as quickly as possible.

⇒ Accommodation

If the vehicle must be immobilised for more than three hours or cannot be repaired during the day, the customer may wait for it to be repaired.

RENAULT undertakes to organise accommodation for the customer and the passengers and to pay accommodation expenses not exceeding three nights and a maximum of 400 FRF including tax, or its foreign currency equivalent, per night and per room.

Expenses for meals (except breakfast), bar service and telephone remain the responsibility of the customer.

⇒ Continuing the journey/returning home

If the vehicle must be immobilised for more than three hours or cannot be repaired in the day, and if the customer does not wish to wait for its repair on site, RENAULT Assistance undertakes to organise and to assume the costs of the customer continuing his journey, not exceeding the distance run between the point of departure and the point of immobilisation, or returning by the most direct route to his usual place of residence by:

- * first-class train, or its equivalent;
- * economy-class flight if the journey time is greater than 8 hours;
- * first-class ship, or its equivalent;
- * taxi, if the vehicle is immobilised at less than 100 km from the customer’s usual place of residence;
- * any other means of transport that proves to be more appropriate and available locally;
- * replacement vehicle, if the customer’s vehicle is immobilised more than 100 kilometres from his usual place of residence.

The customer may benefit from a replacement vehicle put at his disposal by RENAULT for the period his vehicle is immobilised, increased by the journey time required for its recovery, which runs from receipt of notification that the vehicle is available for collection.

For this purpose, the customer shall communicate to RENAULT the address and telephone number at which he can be informed of the completion of the repair.

Beyond this period, RENAULT reserves the right to invoice the customer for the continued use of the replacement vehicle.

Ancillary expenses, such as additional insurance, tolls or fuel remain the responsibility of the customer.

As the use of the replacement vehicle is restricted to the country in which the breakdown occurred, it must be returned without fail to the place at which it was initially lent.

Vehicles that have undergone additional adaptations (refrigerated goods vehicles, driving school cars, taxis...) do not benefit from the “replacement vehicle” service.

This service also extends to the passengers in the vehicle, to the limit of the number of seats stated on the registration document.

⇒ Recovery of the repaired vehicle

RENAULT puts at the disposal of the customer or his designated representative, within the limit of local availability, one of the following means to allow him to recover his vehicle:

- * first-class train, or its equivalent;
- * economy-class flight if the journey time is greater than 8 hours;
- * first-class ship, or its equivalent;

- * taxi, if the vehicle is immobilised at less than 100 km from the customer's usual place of residence;
- * any other means of transport that proves to be more appropriate and available locally.

On the assumption that the customer will have used the replacement vehicle to return to his place of residence or to continue his journey, the replacement vehicle is to be used instead of the abovementioned means in all cases.

⇒ Taxi fares

RENAULT Assistance undertakes to reimburse taxi fares between stations, hotels, place of residence and the place where the vehicle is left for repair.

5.1.3 - RENAULT Assistance outside metropolitan France

In the event that the vehicle is immobilised abroad, subsequent to a fault covered by the "Garantie Losange", RENAULT Assistance provides the customer with the same services as those applicable in metropolitan France. Furthermore, to take account of specific local characteristics, RENAULT Assistance organises and assumes the cost of specific "FOREIGN" services.

⇒ In the event that the vehicle is towed to a workshop that does not belong to the RENAULT network and does not present satisfactory repair quality, the vehicle may be towed a second time to a RENAULT workshop. Under such circumstances, RENAULT Assistance undertakes to organise and to assume the costs of transporting the customer and his passengers, within the limit of the number of seats indicated on the registration document, to the second garage.

⇒ In the event of breakdown service/towing on the motorway, the customer advances the expenses and arranges reimbursement on his return to France by the RENAULT establishment that delivered his vehicle.

⇒ In the event of immobilisation of the vehicle for more than three (3) nights, the beneficiaries may request repatriation. RENAULT Assistance then puts one of the following means at their disposal, within the limit of local availabilities:

- * first-class train, or its equivalent;
- * economy-class flight if the journey time is greater than 8 hours;
- * first-class ship, or its equivalent.

The other services (recovery of the repaired vehicle, replacement vehicle, accommodation, dispatch of spare parts, taxi fares) apply under the conditions defined hereabove.

The replacement vehicle, use of which is restricted to the country in which the breakdown occurred, must be returned without fail to the place at which it was initially lent.

In Europe, RENAULT Assistance undertakes to organise and assume the cost of the abovementioned services in the following countries: Germany, Andorra, Austria, Belgium, Bulgaria, Denmark, Spain, Great Britain, Greece, Hungary, Ireland, Italy, Luxemburg, Morocco, Monaco, Norway, Netherlands, Portugal, Czech Republic, Rumania, Slovakia, Slovenia, Sweden, Switzerland, Tunisia and Turkey.

5.2 - Anti-Corrosion Warranty

The vehicle ordered also benefits from an Anti-Corrosion Warranty, under the following conditions:

5.2.1 - How long is the Anti-Corrosion Warranty valid?

For 6 years from the date of delivery or, failing this, the date first put into circulation as stated on the registration document. There is no kilometrage limit.

5.2.2 What does the Anti-Corrosion Warranty cover?

For any vehicle of less than 3.5 metric tons, the Anti-Corrosion Warranty covers free of charge (parts, servicing material and labour) the services performed (repair or replacement) on the bodywork and the chassis. The decision to repair or replace remains with the RENAULT workshop.

The Anti-Corrosion Warranty does not cover:

- * deterioration of external origin (gravel chips, scratches, dents, deposition of an atmospheric, animal, vegetable or chemical nature...) or damage caused by the products transported;
- * the exhaust system, chromed parts, wheels and rims.

5.2.3 How does the Anti-Corrosion Warranty work?

To make a claim under the Anti-Corrosion Warranty, the customer must contact a member of the RENAULT network displaying the RENAULT trade sign; no other establishments are authorised to perform operations under this warranty.

The customer shall present, duly completed, the owner's manual (or RENAULT SERVICE manual) issued to him on delivery of the vehicle, attesting that the maintenance operations recommended by the manufacturer have effectively been carried out.

The customer shall have the deteriorations indicated during routine servicing repaired in good time by the RENAULT network.

The Anti-Corrosion Warranty does not apply and the vendor disclaims all liability:

- * when the vehicle has not been maintained normally and especially when the instructions stated in the owner's manual (or RENAULT SERVICE manual) regarding the treatment, maintenance or care of the vehicle have not been observed;
- * the deteriorations disclosed have been caused by the failure to comply with the repair methods specified by the manufacturer or by the use of parts other than genuine RENAULT parts.

The parts replaced within the scope of the Anti-Corrosion Warranty become the property of RENAULT by right.

6 - TERMINATION - CANCELLATION

6.1 - The customer may terminate his contract and demand the reimbursement of his downpayment, increased by the legal rate of interest, by registered mail with acknowledgement of receipt:

⇒ in the event that the delivery date indicated on the face of this contract is exceeded by seven days and not as a result of force majeure, provided that the delivery of the vehicle does not take place between dispatch and receipt of the abovementioned registered letter.

In accordance with the legislation in force, the customer may exercise this right within a period of sixty working days from the date of delivery indicated on the face of this contract.

⇒ If, subsequent to the signature of this contract, the production of the model ordered is abandoned and if there is no vehicle corresponding to the order, in cases where the customer does not request transfer of the contract to one of the brand's other models.

6.2 - RENAULT may terminate the contract and keep the downpayment made by the customer as indemnification, by registered mail with acknowledgement of receipt:

⇒ If the customer fails to pay the price of the vehicle within a period of seven days from the date of delivery indicated on the face of this contract.

On expiry of the abovementioned period and after payment of the price, if the customer has not effectively taken delivery of the vehicle ordered, the risks that the vehicle may run are the customer's responsibility and the designated establishment has the right to invoice the customer for parking fees.

⇒ If the customs authorities refuse to grant the customer exemption from taxes.

6.3 - The contract shall be cancelled by right and the customer's downpayment reimbursed, increased by the legal rate of interest when applicable:

⇒ if the financing requested by the customer is not granted by the financial institution, under the conditions provided for in sections 1.1 and 1.2;

⇒ if, in application of French law n° 78.22 dated 10.01.1978, the customer exercises his right to withdraw within a period of 7 days following acceptance of the preliminary offer.

7 - INFORMATION TECHNOLOGY AND CIVIL LIBERTIES

The nominative information requested of customers when ordering is indispensable to the order placing process. The information is kept by us and may be communicated to RENAULT, its subsidiaries or members of its sales network, in order to provide the customer with a quality service suited to his needs. The information may also be communicated to third parties entertaining commercial relationships with RENAULT, bound by a confidentiality agreement. In accordance with French law n°78-17 dated 6th January 1978 on information technology and civil liberties, the customer has the right to access, modify, correct and delete the data relating to him by contacting us at the following address: Special Export Sales Department - 186 avenue Jean Jaurès - 75 019 PARIS - Marketing Service.

8 - DISPUTES

In the event of a dispute relating to the performance of this contract, French courts alone are of competent jurisdiction:

⇒ if the customer is not a private individual, the court within the jurisdiction of which RENAULT's registered offices are located shall be the sole competent court,

⇒ if the customer is a private individual, the court of competent jurisdiction shall be determined in accordance with the provisions of the law.