

VIALTIS OPEN ASSISTANCE - GENERAL CONDITIONS

A-GENERAL

1/DEFINITIONS

1.1 CUSTOMER

These general conditions apply to all individuals or organisations that have signed the free subscription request to Vialtis Open Assistance and that have subscribed by telephone to the services of this contract between VIALTIS - 79 avenue Aristide Briand - 941 18 Arcueil Cedex, France, a private limited company with a capital of €400,000 – RCS Créteil 325 176 014, hereafter referred to as VIALTIS ASSISTANCE and EBTS FRANCE SARL – Route de Rouan – 76500 La Londe, subsidiary of the group Banden de Condé / VAT No.: BE0401291473, here below named the "assistance provider".

All persons using VIALTIS ASSISTANCE services are deemed to be customers.

1.2 ACCOUNT CUSTOMER

Any customer is considered an account customer if they have signed a request to open an assistance account and if they have accepted the special conditions. Vialtis designates these customers to their network of service providers as beneficiaries of the Open Assistance service on account. They will be directly identifiable within the assistance provider's IT database.

The customer is registered as an account customer after signing the request to subscribe to Vialtis Open Assistance, at their own request and after their dossier has been accepted by VIALTIS. The customer will be allocated an identification number. The customer will be obliged to provide this number to the assistance provider for an operation to be carried out.

1.3 VEHICLES

This service is available for all automobiles with a maximum gross weight > 3.5 tons used for the professional transportation of goods or persons of the following types: trucks, tractors, semi-trailers, trailers, coaches, utility vehicles. The driving permit for vehicles carrying dangerous cargo must be current and the customer must alert the assistance provider of the hazard level of the cargo.

1.4 FINE

Fines refer to payments made for contraventions or to court as demanded by the police authorities in the jurisdiction where the insured vehicle is located. Only fines and/or payments to court resulting from the failure to honour social or customs obligations, relating to traffic regulations or to poor vehicle maintenance are covered.

1.5 ACCIDENT

Any sudden, unexpected and violent event that is external to and not caused by the victim, all impacts with third parties or fixed or mobile bodies, any upset without prior collision, any fire or collision immobilising the vehicle in the place of the accident.

1.6 BREAKDOWN

Any fortuitous incident of mechanical, electrical, electronic or hydraulic origin that prevents the insured vehicle from continuing its planned journey or places the vehicle in an abnormal or dangerous condition with regard to the safety of persons and vehicles.

2/ GEOGRAPHICAL COVERAGE

The assistance services provided under this agreement are available in the following countries:

Algeria, Austria, Belgium, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, the Czech Republic, Denmark, Estonia, Finland, France, Fy Rom (former Macedonia), Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Morocco, the Netherlands, Norway, Poland, Portugal, Romania, Russia (West), Serbia, Spain, Sweden, Slovakia, Slovenia, Switzerland, Tunisia, Turkey, the United Kingdom of Great Britain, Ukraine and ex-USSR countries.

3/ USE OF THE SERVICE

If your vehicle is immobilised by a breakdown or accident or in the event of a fine, we organise the repairs and advance the funds required for your vehicle to continue on its journey (within the limits of the general conditions). The service is available 24 hours a day and 7 days a week by calling 00 800 800 365 24 or 00 33 (0)1 41 24 00 00. Any customer which requests this service will have to comply with the above conditions:

- either he'll have to pay by bank card the amount of the costs incurred by VIALTIS ASSISTANCE as defined in paragraph A/4, thus accepting the conditions of the present agreement
- or he'll have to benefit from the account service.

4/ COSTS INCURRED

"Total intervention fees" means the total amount for the intervention plus all the VIALTIS ASSISTANCE and its different service providers intervention fees.

5/ MEANS OF PAYMENT AND INVOICING

5.1 FOR CUSTOMERS PAYING BY BANK CARD

The amount of the costs incurred is payable in advance by bank card only when the customer places the order by telephone. Providing the details of the customer's bank card amounts to the acceptance of these general conditions and ordering the service. All orders placed are due. The bank card number provided by the customer is only used in the event of assistance and is subsequently destroyed. VIALTIS ASSISTANCE reserves the right to debit the payment account prior to any assistance if it deems necessary.

Customers receive a final invoice for all assistance provided that is sent to the address given by the customer when the dossier is created. The customer undertakes pay any difference between the amount debited from the bank card when the assistance is provided and the final invoice raised by the supplier that includes the assistance costs. The difference is paid to Vialtis by bank transfer or cheque within 72 hours of receipt of the invoice by the customer. In the event of default, Vialtis reserves the right to take all steps necessary to recover the sums due and to recover the said sums by all means available.

If the amount of the final invoice is less than the amount debited using the customer's bank card when the assistance is delivered, Vialtis undertakes to refund the difference.

5.2 FOR ACCOUNT CUSTOMERS

Customers registered as account customers will benefit from the complete advance of all costs incurred (amount for the intervention + costs) for the intervention required from VIALTIS ASSISTANCE. The customer will be obliged to provide its identification number for each operation. The amount for the intervention, along with the intervention costs given in Appendix I, are invoiced to the customer by Vialtis after the operation and must be reimbursed by the customer within a period of 72 hours. VIALTIS ASSISTANCE reserves the right to debit the payment account prior to any assistance if it deems necessary.

In the event of payment default, Vialtis reserves the right to take all steps necessary to recover the sums due and to recover the said sums by all means available.

If the customer fails to pay a VIALTIS invoice within the given period, their subscription as an account customer will be automatically suspended and mandatory payment for all operations by bank card will be imposed. This does not relieve the customer of the obligation to pay the sum due within the terms of the current contract.

Vialtis reserves the right to remove a customer from the list of account customers at any time.

6/ ASSISTANCE CONDITIONS

We provide assistance 24 hours a day and 7 days a week at the request of customers who have ordered and paid for the service under the conditions stipulated above or at the request of customers registered as account customers. Breakdown and towing contractors will be dispatched on the road network that is accessible to breakdown vehicles without using motorways or similar highways. The assistance provider intervenes in accordance with the local laws and regulations.

VIALTIS ASSISTANCE uses the assistance provider's network to deliver the ordered services. These general conditions apply to the contractors. The service is delivered provided that the required resources are available locally when the service is requested. Vialtis reserves the right to refuse an intervention.

The request must specify the following information:

- name of the company representative
- brand and model of the vehicle
- vehicle registration number
- details of the company that owns the vehicle (name / address / telephone / fax / international VAT n°)
- name of the driver
- all information required to locate the truck
- identification number in case of account customer

B/DESCRIPTION OF SERVICES

Calls are taken 24 hours a day by the European assistance platform with call identification (dedicated line).

The assistance clerk identifies the type of assistance required, records the necessary information as listed in the "Assistance conditions" paragraph above and then proceeds as described below.

For all assistance operations, Vialtis reserves the right to demand from the customer an acknowledgement of debt that will be sent by fax. The customer must return the stamped and signed acknowledgement by fax. Customers that have not subscribed to the service are entitled to access the service, only paying by bank card, after having signed and returned by fax the subscription form faxed by the assistance provider.

1-FOR CUSTOMERS PAYING BY BANK CARD

FINES MANAGEMENT

After confirming the amount of the fine demanded by the police, the assistance clerk debits the amount plus the corresponding costs as defined in Appendix I of this agreement using the bank card number provided by the customer by telephone and according to the procedure described in the paragraph "Means of payment and invoicing". The assistance clerk then proceeds to deliver the service.

REPAIRS

The assistance clerk debits a fixed sum plus the assistance costs defined in Appendix I using the bank card number provided by the customer according to the procedure described in the paragraph "Means of payment and invoicing". The assistance clerk then proceeds to deliver the service.

TYRE REPAIRS

The assistance clerk raises an estimate including: the repair costs, the cost of the necessary tyre(s) (price scales are available on request) and the assistance costs as defined in Appendix I. He then debits the amount of the estimate using the bank card number provided by the customer according to the procedure described in the paragraph "Means of payment and invoicing". The assistance clerk then proceeds to deliver the service.

TOWING AND REPAIRS

If the insured vehicle must be towed or if the amount of the repairs exceeds the fixed sum for repairs, the assistance clerk raises an estimate for the towing and/or repairs and debits the amount of the estimate using the bank card number provided by the customer according to the procedure described in the paragraph "Means of payment and invoicing". The debit corresponds to the amount of the estimate plus the assistance costs as defined in Appendix I. The assistance clerk then organises the tow vehicle and/or repairs. The vehicle is towed by default to the nearest garage or to the garage designated by the customer.

2- ACCOUNT CUSTOMERS

After the customer has given the assistance provider his identification number, the latter will check that the customer is registered as an account customer. Then the assistance provider will:

- either advance the fine, after having confirmed the amount of the fine with the police authorities,
- or advance the repair costs, after having confirmed the amount to be advanced with the garage operator,
- or send a service provider for a breakdown, towing or tyre operation.

The customer will then receive a Vialtis invoice by the post which corresponds to the amount for the operation plus the operation costs as described in Appendix I.

C/ NULLITY

Failure by the customer to honour obligations to VIALTIS ASSISTANCE or the assistance provider to declare information likely to invoke the guarantees defined in the agreement will render all commitments null and void and result in the lapse of all rights defined in the said agreement.

D/ LIMITED LIABILITY

Neither the assistance provider nor VIALTIS ASSISTANCE shall be held liable for any professional or commercial damages suffered by a contract holder further to an assistance operation.

During the transport or routing of vehicles and, in general, during any assistance operation, neither the assistance provider nor VIALTIS ASSISTANCE will be able to be held liable for the damage/theft of any objects and/or belongings left on or in the vehicle.

Neither the assistance provider nor VIALTIS ASSISTANCE will be able to be held liable for any damage which occurs to the vehicle during an assistance operation. They do, however, agree to assist and advise the customer during all steps in connection with the service provider concerned.

VIALTIS ASSISTANCE cannot replace the local or national emergency or rescue services and does not cover any costs due for their intervention, unless otherwise stipulated in the contract.

VIALTIS ASSISTANCE shall not be held liable for the fraudulent use of bank cards.

E/ EXCEPTIONAL CIRCUMSTANCES

The service provider or VIALTIS ASSISTANCE shall not be held liable for the physical impossibility to provide the assistance services for reasons of absolute necessity or events such as civil war, international conflicts, riots, acts of terrorism, restrictions on the free movement of goods and persons, strikes, explosions, disintegration of the atom, nor for any delays in the provision of assistance for the same reasons.

F/ EXCLUSIONS

The following are excluded in addition to the exclusions specified by this contract:

- any consequences of:
 - . suicide or attempted suicide of the policy holder or of any other person entitled to benefit from the guarantee;
 - . alcohol abuse corresponding to a blood-alcohol level equal to or greater than the legal rate on the date of the incident, the taking of drugs or stupeficients that are not prescribed for medical reasons;
 - . taking of bets, participation in challenges, duels or crimes;
 - . participation in brawls - except in the case of legitimate self-defence - riots, popular movements, acts of terrorism or sabotage;
- all vehicles transporting radioactive materials at the time of the incident;
- all site machinery;
- damages resulting from the use of the vehicle in competitions, rallies, rally raids and the corresponding practice.

G/ ATTRIBUTION OF JURISDICTION

This contract and the associated general conditions are governed by French law. Any dispute with regard to the interpretation or execution of these general conditions will be referred to the competent French courts, even in the event of appeals or multiple defendants. VIALTIS ASSISTANCE reserves the right to take legal action in the jurisdiction of the policy holder's head office.

H/ PROTECTION OF PERSONAL DATA

The information received as part of the delivery of this service is mandatory and essential in order to use the service. The customer authorises the assistance provider to forward this information to the service providers tasked with providing the ordered service and to VIALTIS ASSISTANCE for invoicing purposes.

Customers are entitled to access and correct all nominative information about them in accordance with the regulations in force.

I/ THE STATUTE OF LIMITATIONS

The statute of limitations runs out after 1 year and applies to any action resulting of the present general conditions, from the date of the event which caused the said action.