



TERMS OF SALES

These general conditions of sale are concluded between the company Sh Luxury, registered with the RCS of Cannes under the number 948 006 986 ("Sh Luxury") and any person, acting in a professional capacity or not, (hereinafter the "Customer") wishing to reserve a transport car service with driver or VTC (hereinafter the "Service") for his own account or that of individuals who have duly authorized it for this purpose (the Passenger(s).)

Booking a Service with Sh Luxury implies the full and complete and unreserved acceptance of the Customer and Passengers to the general conditions of sale of Sh Luxury (herein after the "Conditions of Sale" or "CGV"). Any contrary condition opposed by the Customer or the Passenger, in particular any contrary clause resulting from its own general conditions, is unenforceable against Sh Luxury, unless express, written and prior acceptance of the latter.

Sh Luxury reserves the right to modify the General Terms and Conditions at any time. The Conditions of Sale applicable to the reservation of a Service are those in force on the date of the firm reservation of the Service (hereinafter "the Reservation"), evidenced by receipt by Sh Luxury written confirmation of the reservation.

Sh Luxury guarantees the good organization and smooth running of the missions entrusted to it as a passenger transport company.

1. RESERVATION

WARNING

To reserve and/or pay for a Service, the Customer must be an adult or an emancipated minor, be legally capable of entering into a contract and respect the General Conditions of Sale.

The Customer is responsible for the reservations he makes both in his name and on his behalf and on behalf of Passengers when he acts on their behalf. The Client guarantees the veracity and accuracy of the information it provides.

RESERVATION REQUEST

The request to reserve a Service can be made by telephone, by email, via the website www.Shluxury.fr and by any other means approved by Sh Luxury. When made by telephone, the reservation request must necessarily be confirmed in writing, in particular by email or via the website of Sh Luxury.

The reservation request must include the following minimum information:

- Dates, times and itineraries:
- The date, time and place of initial pick-up of the Passenger(s)
- The final drop-off location and intermediate stops to be respected if there are any
- The number of people to be transported (specify if the passenger has reduced mobility and/or a wheelchair):
- The approximate number, weight and overall volume of baggage;
- Means of communication:
- Telephone contact details of the Passenger
- Passenger email
- Desired vehicle model or category.

For any new Customer, the reservation will only be confirmed after verification by Sh Luxury the latter's means of payment (see "Regulations" section below).

ISSUING A QUOTE

Upon receipt of the reservation request, Sh Luxury establishes a quote based on the information communicated by the Customer or Passenger.

Any change in the information transmitted is likely to modify the initial price of the Service (change of vehicle model, capacity, mileage, overrun, etc.). Furthermore, any service not provided for in the estimate is billable in addition to it.

RESERVATION CONFIRMATION

If the quote is accepted, the Customer must confirm their reservation in writing to Sh Luxury by means approved by it ("the Reservation Confirmation").

Reception by Sh Luxury of the Confirmation of the reservation constitutes the formation of the transport contract between Sh Luxury and the Customer.

2. PRICES

Any transfer made between 10:00 p.m. and 7:00 a.m. will be subject to a 15% surcharge and any additional pick-up or drop-off will be charged €25 including tax at the limit of the hourly kilometer rate.

Pricing rules may vary depending on certain circumstances such as public holidays, busy periods, pick-up area and/or use of the Service, time of day, etc.

Prices are quoted inclusive of tax and include:

- Le driver service,
- 1 hour wait at the airport (upon landing) or at the train station,
- 15 minutes for any other support. Beyond that, Sh Luxury will bill in 15-minute increments at a price of €30.
(To avoid unnecessary waiting, Sh Luxury monitors all arrivals of commercial flights and train lines in real time and thus assures the customer that the driver will always be on time upon disembarkation.)
- fuel,
- professional civil liability insurance for "persons transported" for a fee,
- Tolls

Unless expressly stated otherwise in the quote, prices do not include ferry crossing like the eurotunelle or to Corsica, Italy, etc.

As well as parking fees, entry fees to sites, public or private properties, driver meals. These are invoiced for any Service order lasting more than three (3) hours:

- Between 12:00 p.m. and 2:00 p.m. and Between 7:00 p.m. and 9:00 p.m. at a cost of €25 incl. tax per meal & driver unless otherwise indicated or specific area.

A travel allowance for the driver will be charged for nights outside de France (75) and outside Alpes-Maritimes (06).

The price of the Service indicated in the quote issued by Sh Luxury may be revised by the latter to take into account in particular the increase in the price of fuel and all costs incurred for the purposes of providing the Service.

Additional fees may be required in the event of a specific request from the Customer such as baby seat, special refreshments. The amounts invoiced will be specified in the quote or booking confirmation.

Sh Luxury reserves the right to modify the price list at any time without notice. These modifications will be communicated to the Client and will apply to all Services reserved after updating the price list.

The VAT at the rate set by the regulations in force, it is 10% on the transport service and 20% on various costs (meals, tolls, parking, accommodation, concierge, rental of vehicles without driver).

Our prices are expressed in euros.

This is the only currency accepted.

EXCEEDING TIME OR MILEAGE (EXCLUDING TRANSFER SERVICES)

For any Service, Sh Luxury can decide on a minimum billing specified in the quote.

At any time during a Service, the Customer may decide to change the destination or interrupt it. In this case, the Customer will be billed for the time and distance traveled and completed and at least the package provided at the time of booking.

Any overrun on the scheduled return time will be charged in addition on the basis of the current rate indicated in the price list. Any excess mileage will also be billed according to the current rates indicated in the price list.

3. CONDITIONS OF EXECUTION OF THE SERVICE

PASSENGER CARE

The Passenger(s) are required to comply with the handling rules indicated by Sh Luxury and/or the Driver assigned to carry out the Service. There

responsibility for Sh Luxury cannot be incurred in the event of non-compliance by the passenger(s) with the pick-up procedure which has the effect of preventing the provision of the Service.

The Highway Code requires Passengers to fasten their seat belts in the front and rear of the vehicle. Failure to comply with this rule releases the liability of Sh Luxury in the event of an accident.

Sh Luxury maintains a strict no-smoking policy in all of its vehicles. Failure to comply with this provision will result in the invoicing of cleaning and restoration costs of a fixed amount equal to €250 including tax.

Unless expressly authorized in writing by Sh Luxury, alcohol consumption is not permitted in vehicles. The Driver and/or Sh Luxury have the right to refuse to transport any Passenger who is believed to be under the influence of alcohol or drugs and whose behavior constitutes a threat to the driver, the car or any other passenger.

Sh Luxury may choose to subcontract, transfer or assign all or part of the Service to a third party of its choice, without prior notice to the Customer.

The photographs and images available on the website of Sh Luxury, its brochures and any presentation documentation are not contractual. Sh Luxury will not be responsible if the car and/or driver do not match the photographs or images.

Sh Luxury declares that the vehicles assigned to carrying out the Services are equipped with a geolocation system. By accepting the Services of Sh Luxury, the Customer consents to the use of this geolocation system.

BAGGAGE POLICY

The total weight of luggage is limited to what is compatible with the vehicle used, within the limits of accessible space. The driver and/or Sh Luxury may refuse baggage or objects exceeding this amount. In particular, for security reasons, Sh Luxury will refuse to load any bulky baggage into the passenger compartment. Sh Luxury will not be held responsible for any loss of baggage during or after the Service. The Passenger's personal effects are the responsibility of the Passenger and Sh Luxury will not be held responsible for any loss or damage to these effects.

VEHICLE CAPACITY – NUMBER OF PASSENGERS CARRIED

The maximum number of passengers in the car (including the Driver) must not exceed the maximum number of passengers mentioned in the technical specifications of the car. The Driver and/or Sh Luxury reserves the right to refuse a passenger exceeding these limits.

PETS

Small dogs and other small domestic animals weighing no more than 6 kg, properly enclosed in a container not larger than 45cmx30cmx25cm, are accepted on board vehicles, up to a maximum of two. Subject to this reservation, no other domestic animals are accepted on board vehicles.

4. MODIFICATION AND CANCELLATION OF RESERVATIONS

Modification or cancellation requests are made according to one of the processes authorized for booking the Services.

Any modification or cancellation of the Reservation must be made to Sh Luxury at least 2 hours before the agreed time of the Service.

After these deadlines, Sh Luxury will invoice all or part of the Service reserved according to the following terms.

CONDITIONS VALID FOR ANY SERVICE

Any incidental external costs incurred by Sh Luxury (guides, hostesses, security guards, vehicle rental without driver, private jet, helicopter, villa, hotel, yacht) in the context of a Service canceled less than 72 hours before the agreed start time will be fully invoiced, Sh Luxury reserves the right to apply different cancellation or modification conditions at the time of the quote.

CONDITION VALID FOR ANY SERVICE PERFORMED BY SEDAN AND VAN:

In the event of late cancellation (less than two hours before the agreed time of the Service) or "no show" 60 minutes after the meeting time fixed when booking the Service, the Customer will be billed the amount of the entire Service initially provided by the following percentage:

- Between 72 hours and 48 hours before the start of the Service: 10% charged.
- Between 48 hours and 24 hours before the start of the Service: 50% charged.
- Less than 24 hours or No Show: 100% charged.

For all vehicles with more than 9 seats, such as Minibuses Sprinter and Coaches, their services are non-refundable.

The time actually spent waiting for the Client at the meeting place will also be invoiced. In the event of modification of the Reservation, the Service actually provided will be invoiced. Sh Luxury reserves the right to apply different cancellation or modification conditions, particularly in the event of periods of high activity or for Services mobilizing a large number of Vehicles. These special conditions will appear in the quote or order summary received by the Customer and will prevail over these provisions.

5. DELAY

Sh Luxury is not responsible for delays caused in the event of force majeure and/or for reasons beyond its control (strikes, natural disasters, train/plane delays).

DRIVER DELAY

The driver is deemed late if he arrives after the meeting time fixed when booking the Service. In case of delay, Sh Luxury contacts the Customer to notify them of this delay and, if it is impossible to take charge, offers them an alternative solution. In the absence of an alternative solution, the Customer may be compensated, compensated or reimbursed on the understanding that the amount reimbursed, as well as the liability of Sh Luxury, will be limited to the anticipated amount of the Service reserved or, when the latter is not determined, to a maximum of 150 Euros.

CUSTOMER DELAY

The Driver is required to wait for the Client 60 minutes after the meeting time. After this period, the Customer not present at the pick-up point is deemed absent ("no-show"). In this case, the Client will be invoiced for the amount of the service initially planned on the one hand, and that of the time actually spent waiting for the Client at the meeting place, on the other hand.

6. COMMITMENT AND RESPONSIBILITY

Sh Luxury acts as a passenger transport company with drivers and as such declares to comply with the professional regulations in force.

It assumes the safety obligation that any professional carrier is bound towards the people transported as well as the responsibilities linked to the control of the passenger transport vehicle, whether they are the owner or lessee.

Sh Luxury declares that it holds an insurance contract covering its professional civil liability for the exercise of the passenger transport activity and in particular all the financial consequences of bodily, material and immaterial damage for which it would have to respond within the framework of the performance of the Services in particular following a traffic accident and this from the passenger's entry into the Vehicle until his exit, with the exception of damage caused by the fault of the passenger.

Sh Luxury assigns drivers with regulatory capacity to carry out the Services, carefully selected, in line with the needs and requests of the Client.

7. DETERIORATION

The Customer will be responsible for any damage caused by him or by the people with him in the car (except the Driver) or the Passenger(s) during the Service, inside the Car, and will be invoiced accordingly for any repairs or breakdowns necessary to restore the Car to a state of good operation and/or cleanliness and/or presentation.

8. REGULATION, PAYMENT AND SUPPORTING DOCUMENTS

SERVICE PAYMENT TERMS

Sh Luxury accepts the following payment methods: cash, bank cards (Visa, American Express, MasterCard), transfers (fees payable by the issuer).

When booking the Service, the Customer must provide the following documents:

- Valid credit card numbers (including cryptogram)
- A copy of your identity card, passport or any equivalent document

Before carrying out the Service, Sh Luxury verifies with the Customer's bank that their account is funded up to the amount of the Service. Sh Luxury may be required to charge a symbolic amount (<€10) to verify the validity of the bank card provided as guarantee (this amount being deducted from the final invoice).

Sh Luxury may also request pre-authorization to debit the estimated amount of the Services from the Client's bank.

In the event that the card provided as guarantee is invalid or the account to be debited is not funded, the reservation made by the Customer cannot be confirmed by Sh Luxury and the Service subject to said reservation will not be performed.

Any payment by remote payment link will be increased up to 3% (three percent of the invoice amount).

BILLING - PAYMENT

The Service will be invoiced from the date mentioned in the Reservation. Sh Luxury will send the Customer the final invoice for the Service by email, taking into account any additional costs or applicable modifications.

The Service is payable in cash upon completion. The Customer is informed that the debit may occur immediately after execution of the Service.

In the case of Services carried out over several consecutive days, Sh Luxury may be required to deduct each day the estimated amount of the Service from the previous day, payable for Sh Luxury to regularize the final amount according to the Services invoiced.

If the person transported has the status of "account customer", the Service gives rise to invoicing payable upon receipt, 1 next month the invoice established, unless otherwise expressly provided.

Sh Luxury may also request a deposit or full payment in advance.

LATE PAYMENT

Any delay in payment automatically entails, from the day following the payment date appearing on the invoice, the payment of penalties of an amount at least equivalent to three times the legal interest rate as well as the application of a fixed compensation for administrative recovery costs of a fixed amount of €40 excluding VAT per unpaid invoice ("the Penalties"), in accordance with the provisions of article L441-6 of the Commercial Code.

The impossibility for Sh Luxury to debit the Customer's account, for whatever reason, constitutes a late payment leading to the application of the above-mentioned Penalties without notice.

CLAIM

In the event of a dispute over the amount of the invoice or the terms and conditions for carrying out the Service, the Customer may send a complaint by registered letter with acknowledgment of receipt (LRAR) to Sh Luxury to the following address : Sh Luxury, 4 rue Achard, 06400 Cannes.

Any complaint is only admissible within 8 days of execution of the Service concerned and in writing, failing which it cannot be taken into account.

9. PERSONAL DATA

These Conditions are subject to regulations relating to the protection of personal data (in particular Regulation (EU) 2016/679 of April 27, 2016 and law "information technology and freedoms" n°78-17 of January 6, 1978).

Personal data collected by Sh Luxury on the occasion of the Reservation and the provision of the Services (in particular via the geolocation system with which the Vehicles are equipped) are:

- Identification data as well as the Customer's postal, telephone and electronic contact details;
- the email and telephone contact details of the Passenger(s);
- data relating to means of payment;
- data relating to the movements and location of the Vehicle;
- data relating to the speed of movement of the Vehicle and the distance traveled.

PROCESSING PURPOSES

The purposes of processing this data by Sh Luxury are :

- the preparation and execution of the contract, in particular:
 - management of the reservation of Services and their confirmation;
 - monitoring and invoicing of Services;
 - emergency calls in the event of an incident or accident;
 - complaints management;
 - the fight against fraud.

- The realization of the legitimate interest pursued by Sh Luxury in terms of promotion and prospecting, in particular:
 - monitoring of the Customer relationship (maintaining Customer satisfaction, customer loyalty);
 - development of statistics and/or commercial analyses;
 - transmission of advertising information or commercial offers to offer goods or services similar to those covered herein.

Sh Luxury may only use the Personal Data communicated by the Client to transmit advertising information or commercial offers from its commercial partners subject to having obtained their consent.

By accepting these General Terms and Conditions, the Customer accepts the collection and processing of the aforementioned personal data for the purposes referred to above, by Sh Luxury, responsible for processing.

DATA RETENTION

Sh Luxury records and stores personal data in relation to the Service for a period of three (3) years from the Reservation.

At the end of this period, said personal data may be archived by Sh Luxury, in order to enable it to comply with the accounting, tax and legal obligations incumbent upon it (in particular the 5-year limitation period applicable to the Contract/article 2224 of the civil code; 10-year period for the conservation of invoices/L123-22 of the civil code trade).

Sh Luxury has technical means enabling it to guarantee the confidentiality and security of the data collected.

CUSTOMER RIGHTS

The Customer has a right of access to the data which concerns him. He may at any time request:

- the rectification, updating and/or deletion of personal data;
- limitation of the processing of its data;
- the portability of its data;
- opposition to the processing of their data for legitimate reasons.

To exercise these rights, the Customer can send his request by mail to:

Sh Luxury

4 Rue Achard

06400 Cannes.

The Customer must attach proof of identity to exercise the aforementioned rights.

10. INTELLECTUAL PROPERTY

The website of Sh Luxury, including, but not limited to, photographs, graphics, customer interface, editorial content, scripts and software, contain information and materials owned by Sh Luxury and/or its subcontractors, protected by intellectual property law. The Customer expressly acknowledges that it must not use this information or documents, except for use in accordance with the General Conditions.

The Customer must not copy, reproduce, display or use any element of the website of Sh Luxury protected by intellectual property in any manner without the prior written consent of Sh Luxury.

11. APPLICABLE LAW

The General Conditions and any related contract are exclusively executed, governed and interpreted in accordance with French law.

In the event of any discrepancy or conflict between the English and French versions of the General Conditions, the French version will prevail. The English version is provided for informational purposes only.

In the event of a dispute, the Customer will contact Sh Luxury to obtain amicable treatment of his complaint.

Any dispute that cannot be resolved amicably will be:

- subject to the exclusive jurisdiction of the French courts if the Customer is a consumer;

- subject to the exclusive jurisdiction of the Commercial Court of Cannes if the Customer has the status of merchant.

If one or more stipulations of these General Conditions of Sale are declared null or inapplicable, the other stipulations will retain all their force and scope.

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VERY IMPORTANT

The transport of people for a fee is a regulated activity. Only authorized vehicles (Transport Car with Driver; Occasional Transport) can carry out this service, within the legal and regulatory provisions provided for. We would like to warn our customers against certain companies or individuals who do not respect these provisions and cannot offer any guarantee.