MISTRAL VTC

Terms and Conditions of Sale

Version applicable on 8 November 2026

SASU MISTRAL VTC

Registered office: 149 Avenue du Maine, 75014 Paris, France

SIREN 850 528 985 — Paris Trade Register — Share capital €500

VTC operator registration (EVTC): EVTC091190346

Operations office: 11 Avenue des 2 Lacs, 91140 Villejust, France

Phone and WhatsApp: +33 7 43 53 73 93

contact@mistralvtc-alpes.com — www.mistralvtc-alpes.com

PREAMBLE

These general terms and conditions of sale are entered into between SASU Mistral VTC, a company with a share capital of €500, registered with the Paris Trade and Companies Register under number 850 528 985, whose registered office is at 149 Avenue du Maine, 75014 Paris, France, and which is registered in the French register of VTC operators under number EVTC091190346 (« Mistral VTC »), which operates the website www.mistralvtc-alpes.com, and any person, acting in a professional capacity or not (the « Customer »), wishing to book a chauffeur-driven car service (VTC) (the « Service ») in, from or to the French Alps for their own account or on behalf of individuals who have duly instructed them to do so (the « Passenger(s) »).

Booking a Service with Mistral VTC implies the full and unreserved acceptance of these terms and conditions of sale (the « Terms » or « T&Cs ») by the Customer and the Passengers. In the event of any discrepancy between this English version and the French version, the French version prevails.

Any contrary condition put forward by the Customer or the Passenger, in particular any clause in their own general terms, is not enforceable against Mistral VTC unless expressly accepted in writing in advance. Mistral VTC reserves the right to amend these Terms at any time.

The Terms applicable to a booking are those in force on the date of the firm booking of the Service (the « Booking »), evidenced by the written confirmation of the booking.

DEFINITIONS

Consumer Customer: any natural person acting for purposes outside their trade, business, craft or profession.

Business Customer: any natural or legal person acting for purposes within their professional activity (travel agency, concierge service, hotel, chalet, company…).

Account Customer: any Business Customer who has entered into a written deferred invoicing agreement with Mistral VTC, allowing periodic invoicing of the Services performed.

1 / BOOKING

WARNING

To book and/or pay for a Service, the Customer must be of age or an emancipated minor, have legal capacity to contract and comply with these Terms. The Customer is responsible for bookings made in their own name and on behalf of the Passengers and guarantees that the information provided is true and accurate.

BOOKING REQUEST

A booking request can be made by phone, by email, via the form on www.mistralvtc-alpes.com, via WhatsApp and by any other means approved by Mistral VTC.

Requests made online are « on request » bookings: no payment is taken online and the request is not binding on either the Customer or Mistral VTC until Mistral VTC has confirmed its availability and the price of the Service in writing.

A request made by phone must be confirmed in writing, in particular by email or WhatsApp. The request must include at least:

- the date, time and place of pick-up (airport, station, chalet or hotel address);
- for an arrival by plane or train: the flight or train number and, for Geneva airport, the arrival sector (French or Swiss);
- the drop-off point and any intermediate stops;
- the number of people to be transported (stating if a passenger has reduced mobility and/or uses a wheelchair);
- the number of pieces of luggage and the number and type of ski or snowboard equipment (bags, boots, bulky bags);
- the Passenger’s phone number and email address;
- the vehicle model or category required;

- any specific needs (baby seat, booster seat, pet, etc.).

For any new Customer, Mistral VTC may ask to verify the means of payment before final confirmation of the booking (see article 8).

QUOTE

On receipt of the request, Mistral VTC issues a quote based on the information provided by the Customer or the Passenger. Prices shown « from » on the website are for guidance only; only the price in the quote or written confirmation binds Mistral VTC. Any change to the information provided may change the initial price (change of vehicle, capacity, mileage, duration…). Any service not included in the quote is charged in addition.

BOOKING CONFIRMATION

If the quote is accepted, the Customer confirms the booking in writing to Mistral VTC by an approved means (the « Booking Confirmation »). Receipt of the Booking Confirmation by Mistral VTC, followed by its written acceptance, forms the contract of carriage between Mistral VTC and the Customer.

RIGHT OF WITHDRAWAL

In accordance with Article L221-28, 12° of the French Consumer Code, the right of withdrawal for distance contracts does not apply to passenger transport services to be provided on a specific date or at a specific frequency. The Consumer Customer expressly acknowledges that the service booked with Mistral VTC falls into this category and that no right of withdrawal can be exercised after the booking is confirmed.

2 / PRICES

Services are offered at the prices stated in the quote or booking confirmation. The price is per vehicle, not per passenger.

Prices may vary depending on circumstances such as public holidays, school holidays and peak periods (in particular winter-season Saturdays), night-time, pick-up area or duration of the Service.

Prices include VAT and include:

- the chauffeur’s service;
- fuel;
- tolls;
- the vehicle’s winter equipment (winter tyres and/or special equipment complying with the « Mountain Law » regulations);
- professional third-party liability insurance for passengers carried for hire (see article 6);
- VAT at the 10% rate applicable to passenger transport in France; for journeys from or to Switzerland (in particular Geneva airport), VAT is applied under the rules in force to the part of the journey made in France;
- the chauffeur’s meals when the assignment lasts more than three (3) hours and overlaps all or part of the following time slots: 11:45 am–1:45 pm and 7:45 pm–9:45 pm.

Airport or station parking costs while waiting for the Customer, and any taxes or vignettes for driving in Switzerland, are included in the price unless otherwise stated in the quote. For multi-day assignments involving an overnight stay of the chauffeur in a resort, the chauffeur’s accommodation and meal costs are included in the quote.

PRICE REVISION AFTER ACCEPTANCE OF THE QUOTE

Once the quote has been accepted and the Booking confirmed, the price is firm. Mistral VTC may only revise it in the following limited cases:

- changes requested by the Customer (extra mileage, longer duration, added stop, additional passengers or luggage, additional equipment, etc.);
- an increase in the price of fuel of more than 10% between the date of the quote and the date of the Service;
- unforeseen external costs incurred in the Customer’s interest (detour imposed by a road closure, extended parking in the event of a significant flight delay, etc.).

Any price revision will be notified to the Customer in writing at least 24 hours before the Service, except in an emergency or force majeure. The Customer may then refuse the revision and cancel the Service free of charge.

OVERTIME OR EXTRA MILEAGE (EXCLUDING TRANSFERS)

For any Service, Mistral VTC may set a minimum charge stated in the quote. At any time during a Service, the Customer may change the destination or end the Service; the Customer will then be charged for the time spent and distance travelled. Any overtime or extra mileage will be charged in addition at the rates stated in the quote.

3 / PERFORMANCE OF THE SERVICE

PASSENGER PICK-UP

Passengers must follow the pick-up instructions given by Mistral VTC or the chauffeur (meeting point at the airport or station, access to the chalet or hotel). For chalets and residences that are difficult to access (private road, road not cleared of snow, pedestrian access only), drop-off or pick-up takes place at the nearest safely accessible point. Mistral VTC cannot be held liable if the Passengers fail to follow the pick-up procedure and this prevents the Service from being performed.

The French Highway Code requires Passengers to wear a seatbelt in the front and back of the vehicle. Failure to do so may limit or exclude Mistral VTC's liability for resulting bodily injury, within the limits provided by law.

MOUNTAIN DRIVING CONDITIONS

Journeys to ski resorts may be affected by weather and road conditions (snow, ice, closure of roads or passes, mandatory special equipment, traffic restrictions, holiday Saturday traffic). The chauffeur adapts the route and driving to these conditions and may, for safety reasons, decide to postpone, change or interrupt the journey. Journey times given are for guidance only.

CHILD EQUIPMENT

Mistral VTC provides baby seats and booster seats free of charge on request, subject to at least 24 hours' notice before the scheduled pick-up time. If this need was not stated at the time of booking, Mistral VTC cannot be held liable for the absence of the requested equipment.

PASSENGERS WITH REDUCED MOBILITY

Mistral VTC transports people with reduced mobility, wheelchair users and people with disabilities, subject to the availability of suitable vehicles. Any such request must be stated at the time of booking so that a suitable vehicle and chauffeur can be assigned.

SMOKING

Mistral VTC applies a strict no-smoking policy in all its vehicles. Failure to comply will result in a flat-rate cleaning and restoration fee of €1,000 including VAT, corresponding to the actual cost of deep cleaning the vehicle and its immobilisation.

ALCOHOL AND BEHAVIOUR

Unless expressly authorised in writing by Mistral VTC, drinking alcohol is not allowed in the vehicles. The chauffeur or Mistral VTC may refuse to carry any Passenger presumed to be under the influence of alcohol or drugs, or whose behaviour threatens the chauffeur, the vehicle or any other passenger.

SUBCONTRACTING

Mistral VTC may subcontract, transfer or assign all or part of the Service to a third party of its choice selected from its network of professional partner chauffeurs holding a VTC card or the required transport authorisation. Mistral VTC remains in all cases responsible to the Customer for the proper performance of the Service.

DOCUMENTATION AND PHOTOGRAPHS

Photographs and images on the website and in any presentation material are not contractual. Mistral VTC is not liable if the vehicle or the chauffeur does not match the photographs or images; a vehicle of an equivalent or higher category

will be provided.

GEOLOCATION

Vehicles used for the Services may be fitted with a geolocation system. This processing is based on Mistral VTC's legitimate interest in ensuring passenger safety, preventing fraud, optimising journeys and properly performing the contract of carriage. Journey and location data is kept for 1 year maximum (see article 9).

LUGGAGE AND SKI EQUIPMENT

The total volume of luggage and equipment (skis, snowboards, boots, bags) must be compatible with the vehicle booked and declared at the time of booking. The chauffeur may refuse luggage or equipment exceeding the vehicle's capacity; an additional or larger vehicle may then be offered to the Customer at the Customer's expense. For safety reasons, no bulky luggage or unprotected ski equipment is loaded into the passenger compartment.

Mistral VTC is not liable for the loss of or damage to personal belongings kept by the Passenger during the Service. Mistral VTC is liable for luggage and equipment entrusted to the chauffeur (loading and unloading in the boot or roof box of the vehicle), within the limits of the legal provisions applicable to passenger transport.

VEHICLE CAPACITY

The maximum number of passengers in the vehicle (including the chauffeur) must not exceed the maximum stated in the vehicle's technical specifications. Mistral VTC reserves the right to refuse any passenger exceeding these limits.

PETS

Small dogs and other small pets weighing no more than 6 kg, properly enclosed in a carrier not exceeding 45 cm × 30 cm × 25 cm, are accepted on board, up to two animals per vehicle, unless there is a contraindication (for example, the chauffeur's allergy). Any other request requires prior written agreement.

BORDER CROSSING

For journeys from or to Switzerland, each Passenger must carry the required identity and travel documents. Mistral VTC cannot be held liable for a refusal of entry, a customs check or a delay related to border formalities.

4 / CHANGES AND CANCELLATION

Requests to change or cancel a booking are made in writing (email or WhatsApp), within the following time limits:

- more than 48 hours before the Service: free cancellation, no fee charged;
- between 48 and 24 hours before the Service: any external ancillary costs incurred by Mistral VTC (personalised welcome, booking of an additional vehicle, etc.) are charged to the Customer; the price of the Service itself is not charged;
- less than 24 hours before the Service or no-show: the full price is charged in accordance with article 5 below;
- groups and events requiring 5 or more vehicles: changes or cancellations must be made at least 8 days before the Service; after that, the Service booked is charged in full.

If the Booking is changed, the Service actually provided is charged. Mistral VTC may apply different change or cancellation conditions during peak periods (winter school holidays, end-of-year holidays); these will appear in the quote or Booking Confirmation and prevail over these provisions.

Where the Service is cancelled or postponed by Mistral VTC for safety reasons related to weather or road conditions (road closed, avalanche warning, traffic ban), Mistral VTC offers to postpone the Service or a full refund of the sums paid, without any further compensation.

5 / DELAYS AND WAITING TIME

Mistral VTC is not liable for delays caused by force majeure or for reasons beyond its control (strikes, bad weather, snowfall, road closures, exceptional traffic jams, train or flight delays).

CHAUFFEUR DELAY

If the chauffeur is late, Mistral VTC contacts the Customer and, if pick-up is impossible, offers an alternative solution. If there is no alternative solution, the Customer may be compensated or refunded, Mistral VTC's liability being limited to the price of the Service booked.

WAITING TIME AND NO-SHOW

Mistral VTC monitors the flight and train times provided at booking. If the Customer is not at the pick-up point at the agreed time, the chauffeur observes the following waiting times:

- free courtesy period: 15 minutes for pick-ups in resorts or at an address, 30 minutes for train arrivals, 60 minutes for airport arrivals (from the actual landing time);
- beyond the courtesy period: hourly charge based on the hourly rate of the vehicle booked;
- more than 60 minutes after the agreed time (90 minutes at airports from landing) with no news from the Customer: the Customer is deemed absent and the Service is cancelled and charged in full, plus, where applicable, the waiting time actually spent.

6 / COMMITMENT, LIABILITY AND INSURANCE

Mistral VTC acts as a passenger transport company with chauffeurs and complies with the professional regulations in force. Mistral VTC assumes the safety obligation owed by any professional carrier to the persons carried, as well as the responsibilities related to control of the vehicle, whether it owns or rents it.

Mistral VTC holds a multi-risk business insurance policy no. 191025515 E-MCE-001 with MAAF Assurances S.A. (Chaban, 79180 Chauray, France), covering its professional liability for passenger transport up to €8,000,000 per claim, from the moment the Passenger gets into the vehicle until they get out, except for damage caused by the Passenger's fault, force majeure or the act of a third party.

Mistral VTC vehicles are insured for the carriage of passengers for hire (motor third-party liability and professional liability for chauffeur services) with BPCE IARD, Chaban, 79180 Chauray, France (professional motor policy) and Allianz IARD, 1 cours Michelet, CS 30051, 92076 Paris La Défense Cedex, France (motor policy). Geographic coverage: France (abroad according to the vehicle's international insurance certificate). Rides entrusted to a partner chauffeur are covered by that partner's insurance.

Mistral VTC assigns chauffeurs holding the required qualifications, experienced in mountain and winter driving.

7 / DAMAGE

The Customer is liable for any damage caused to the vehicle by the Customer or any person under the Customer's responsibility (Passengers, companions), excluding the chauffeur, during the Service. The Customer will be invoiced on the basis of a quote or invoice for the actual cost of restoring the vehicle (repair, cleaning, immobilisation). For guidance:

- standard cleaning (mud, unusual amounts of slush and salt, heavy dirt): from €80 incl. VAT;
- deep cleaning (organic soiling, vomit, liquids): from €250 incl. VAT;
- damage to upholstery, seats or equipment (in particular from unprotected ski edges): according to the repairer's quote;
- vehicle immobilisation: according to the hourly rate of the vehicle concerned.

8 / PAYMENT AND INVOICING

PAYMENT METHODS

No payment is taken when a request is made on the website. Mistral VTC accepts the following payment methods: cash, bank cards (Visa, Mastercard, American Express), bank transfer (fees borne by the sender), payment by secure SumUp link, PayPal, Revolut.

For any new Customer, and in particular for high-season bookings, Mistral VTC may request a deposit, a secure card imprint or prior payment via a secure payment link to guarantee the booking. If the means of payment provided as a guarantee is invalid or the account to be debited has insufficient funds, the booking cannot be confirmed.

INVOICING AND PAYMENT DATES

- Occasional Customer (private individual or business without an account agreement): the Service is payable at the latest on completion, unless a deposit or prior payment was requested at booking. The invoice is sent to the Customer by email.
- Account Customer (business under a deferred invoicing agreement): Services are invoiced at the end of each agreed period (usually monthly) and payment is due by the 15th of the following month, unless otherwise agreed in writing, within the legal time limits of Article L441-10 of the French Commercial Code (60 days from the invoice date, or 45 days end of month).
- Services over several consecutive days: Mistral VTC may invoice each day the amount of the previous day's Service, with an adjustment at the end of the assignment.

LATE PAYMENT

Consumer Customers: any late payment entails, after a formal notice that has remained unanswered, interest at the statutory interest rate in force.

Business Customers: any late payment automatically entails, from the day after the payment date shown on the invoice, late-payment penalties equal to three times the statutory interest rate, plus a fixed indemnity for recovery costs of €40 per unpaid invoice, in accordance with Articles L441-10 and D441-5 of the French Commercial Code. Additional compensation may be claimed on proof where recovery costs exceed this fixed indemnity.

COMPLAINTS

Any complaint about an invoice or the performance of the Service may be sent to Mistral VTC within 30 days of the Service, by registered letter with acknowledgement of receipt or by email: Mistral VTC — Complaints Department, 11 Avenue des 2 Lacs, 91140 Villejust, France — contact@mistralvtc-alpes.com. For Business Customers, complaints made after this period are not admissible. For Consumer Customers, this period is a recommendation and does not deprive them of their legal rights.

9 / PERSONAL DATA

These Terms are subject to Regulation (EU) 2016/679 (GDPR) and the amended French Data Protection Act no. 78-17 of 6 January 1978. The data controller is SASU Mistral VTC, whose contact details appear at the beginning of this document.

Data collected: identification and contact details of the Customer and Passengers, travel information (flight, train, address of stay), data relating to means of payment, journey and vehicle location data.

Purposes and legal bases: performance of the contract (managing the booking, performing and invoicing the Service, customer relationship, complaints); legal obligations (keeping invoices, fraud prevention, tax obligations); legitimate interest (safety of the Services, vehicle geolocation, internal statistics, customer loyalty); consent (marketing communications, audience measurement cookies).

Recipients: Mistral VTC's internal departments, partner chauffeurs assigned to the Service, technical service providers (hosting, email, payment, telecommunications), accounting firm, insurer in the event of a claim, authorities upon legal request.

Retention periods: quote requests and messages not followed by a booking: 3 years from the last contact; customer data (completed bookings): 5 years after the end of the business relationship; invoices and accounting records: 10 years (Article L123-22 of the French Commercial Code); journey and location data: 1 year maximum.

Rights: the Customer has the right to access, rectify, erase, restrict, port and object to the processing of their data, to withdraw consent and to give instructions on what happens to their data after death, as well as the right to lodge a complaint with the CNIL (www.cnil.fr — 3 place de Fontenoy, 75007 Paris). To exercise these rights: Mistral VTC, 149 Avenue du Maine, 75014 Paris, France — contact@mistralvtc-alpes.com, enclosing proof of identity. Mistral VTC

replies within one month, which may be extended by two months if necessary. Further details are given in the privacy policy: www.mistralvtc-alpes.com/en/privacy-policy/.

10 / INTELLECTUAL PROPERTY

The Mistral VTC website, including its texts, photographs, logos, graphics and software, contains elements belonging to Mistral VTC or its partners protected by intellectual property law. Any reproduction or use without the prior written consent of Mistral VTC is prohibited.

11 / MEDIATION AND DISPUTES

These Terms and any related contract are governed exclusively by French law, including for journeys from or to Switzerland.

CONSUMER MEDIATION

In accordance with Articles L611-1 et seq. of the French Consumer Code, the Consumer Customer may refer a dispute free of charge to a consumer mediator, after first sending a written complaint to Mistral VTC (see article 8): Médiation de la Consommation & Patrimoine (MCP), 12 Square Desnouettes, 75015 Paris, France — www.mcpmediation.org — contact@mcpmediation.org.

DISPUTES

Consumer Customers: failing an amicable settlement or mediation, the Consumer Customer may bring the matter before the territorially competent French court under ordinary rules.

Business Customers: any dispute relating to the formation, performance, interpretation or termination of the contract falls within the exclusive jurisdiction of the Paris Economic Activities Court (Tribunal des activités économiques de Paris), notwithstanding multiple defendants or third-party claims.

If one or more provisions of these Terms are held to be void or unenforceable, the other provisions remain in full force and effect.

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