

GENERAL CONDITIONS FOR VEHICLE PARKING –

ARTICLE 1: GENERAL PROVISIONS

These General Conditions of Storage govern all storage of vehicles at **Sanjocar, Sociedad Anónima**, hereinafter referred to as the **"Guardian"**.

Any delivery of a vehicle to the Sanjocar company constitutes acceptance of the general conditions below.

ARTICLE 2: PARKING VEHICLE

The storage contract takes effect when the vehicle is actually taken over after:

- The prior signature, by the client, of the storage contract
- The contradictory inventory of the condition and equipment of the vehicle placed in storage, signed by both parties. Sanjocar reserves the right to refuse storage if the evaluation of the vehicle cannot be done correctly (impacts, scratches or damages hidden by dirt). The customer also undertakes to leave the vehicle in perfect working and safety condition.
- Presentation of the original registration document, valid insurance certificate and handing over of the vehicle keys
- The storage of oversized vehicles (wider and/or longer than a 4x4 pickup) is possible, but is subject to prior acceptance by the guardian agent. Motorcycles, trailers and camper vans, as well as right-hand driven vehicles, are not accepted.
- Company vehicles: Sanjocar can only accept storage requests after the submission of an official document from the head of the company or any person with the power to bind the company granting the driver storage. The latter must present an identity document. The other conditions remain unchanged.
- Vehicle belonging to a third party: the owner of the vehicle delegates an agent to drop off and/or collect his vehicle: the agent must provide a power of attorney signed by the owner and identify himself by means of an identity document. If these conditions are not required, Sanjocar reserves the right to refuse to store or return the vehicle.

The owner is required to present the vehicle key with a ring to the Guardian so that the vehicle identification tag can be attached. Any other element than the car key and the said ring will no longer be accepted. The owner is required to remove any other keys or parking remotes from the ring.

The owner must have a duplicate of the vehicle key at home. The key left with the Guardian may not, under any circumstances, be the only key to the vehicle.

Failure by the Client to comply with the storage conditions will result in the unilateral termination of the storage contract by the Guardian, without prejudice to any damages that the Guardian may claim from the Client for this breach.

The vehicle can only be deposited for storage during the agency's opening hours.

The Guardian's company will not refund any cancellation if it is made 24 hours (twenty-four hours) before the vehicle drop-off date or if the customer does not drop off the vehicle on the agreed upon date.

ARTICLE 3: PICK-UP / TRANSFER / DELIVERY OF THE VEHICLE

- The reservation of the vehicle parking service will be guaranteed until 2h (two hours) in the event that the reservation has been prepaid.
- For the entire duration of the contract, Sanjocar undertakes to keep the vehicle exclusively in the closed and guarded parking lot provided for this purpose.
- The customer, however, authorizes the movement of the vehicle at any time within the parking lot depending on operational or security constraints.
- The customer must ensure that the vehicle alarm is deactivated and/or provide the vehicle start code.
- The parking company undertakes to use the vehicle parked only for the strict requirements of its transfer between the airport and the parking location or in the event of force majeure requiring its removal from the storage car park for security reasons.
- In the event of a breakdown of the parked vehicle, the customer is responsible for its repair. If the parked vehicle cannot be started, the customer will be taken back to the parking lot and must have the vehicle repaired immediately and within 24 hours at the latest.

ARTICLE 4: DURATION OF THE CARE CONTRACT

- The storage contract is concluded for the duration provided for when the vehicle is handed over and specified in the contract.
- In the event of an extension of the contract beyond the date initially planned or in the event of early withdrawal of the vehicle, the customer must officially inform Sanjocar during opening hours, failing which they will not be able to be taken care of upon their return. The new duration thus fixed is therefore considered contractual by operation of law.
- The minimum duration of the storage is 24 hours, the duration of the parking storage is calculated in 24-hour increments that cannot be divided from the time the vehicle was put on guard. A 1-hour deductible is granted, beyond that, an additional day is charged.

ARTICLE 5: CLEANING THE VEHICLE

When dropping off the vehicle, it is expected that it will be cleaned, if the option has been chosen by the customer, before collection.

Cleaning is carried out for a fee.

In the case of cleaning the vehicle, the Guardian is not responsible for the Client's personal belongings.

In the case of cleaning the vehicle, the Guardian does not carry out a deep cleaning of the vehicle.

The Guardian's company reserves the right not to clean the vehicle if the Customer has left too many personal belongings inside.

The Guardian's company reserves the right not to clean the vehicle if the customer's vehicle contains animal hair, vomit or is in a condition deemed unsuitable for cleaning.

ARTICLE 6: WITHDRAWAL OF THE VEHICLE

- The vehicle must be collected by the customer on the due date specified in the parking storage contract.
- The customer undertakes to communicate all useful information concerning the date and time of collection of the vehicle.
- The vehicle may only be returned to the customer who signed the parking storage contract or to their duly appointed representative upon proof of identity.
- In all cases, the person removing the vehicle must sign the discharge form provided for in the contract; any reservations must be made on the discharge form.
- When collecting the vehicle, any dispute or claim concerning the descriptive condition of the vehicle will only be taken into account if it is made before leaving the rental car park at the Jumbo Car agency. This descriptive condition report is not done systematically, it is up to the customer to request it.
- The withdrawal of the vehicle terminates parking storage contract.

ARTICLE 7: INSURANCE AND RESPONSIBILITIES

- Sanjocar has taken out an insurance policy to cover its liability, in respect of its vehicle parking storage activity, for the entire duration of the storage and for the transfer of the vehicle.
- Sanjocar cannot be held responsible for any deterioration, alteration or damage to the vehicle in custody if they have a cause prior to the taking over of the vehicle or if they result from force majeure, a defect inherent to the vehicle or aging.
- Sanjocar is in no way responsible for damage caused by the sun, water (excluding the contractual option of covered storage), bad weather or normal or natural wear and tear of materials, it being understood that the vehicles are parked outside, damage (mechanics, bodywork, upholstery, equipment and accessories) relating to the general condition of the vehicle or due to its prolonged immobilization, objects of all kinds, personal effects and accessories left inside the vehicle.

ARTICLE 8: PRICE CONDITIONS AND PAYMENT

- The storage fees are payable in advance for the entire contractual period according to the pricing in effect on the day the vehicle is placed in parking storage. The minimum billing period is 24 hours.
- Accepted payment methods are: Credit, Visa, Mastercard, American Express.
- Prices and VAT rates are subject to change without notice.

ARTICLE 9: CONDITIONS OF ADVANCE PAYMENT OR PREPAYMENT

- In the event of prepayment of the contract, the following provisions apply: for a cancellation made at least seven days before the scheduled start date of the contract, the customer is fully reimbursed.

ARTICLE 10: DISPUTE RESOLUTION

This contract is governed by the Republic of Costa Rica's current and applicable legislation. In the event of a conflict between the parties, these expressly agree that the Client will first contact the Rental Company's Customer Service to resolve such dispute amicably. If this process fails, said differences would be submitted in the first instance to conciliation per the Costa Rican Bar Association regulations, to whose rules the parties voluntarily and unconditionally submit. The conciliation hearings will be held at the Costa Rica Bar Association in San José, Republic of Costa Rica. A conciliator appointed by the Costa Rican Bar Association will direct the conciliation. If the dispute is not resolved after three conciliation sessions, or if aspects remain unresolved within the conciliatory process, the conflict will be resolved through legal arbitration per the regulations of the Costa Rican Bar Association, to which the parties voluntarily and unconditionally submit. The dispute will be resolved per the substantive law of the Republic of Costa Rica. The place of arbitration at the Center for Conciliation and Arbitration of the Costa Rican Bar Association, in San José, Republic of Costa Rica.

An arbitral tribunal composed of three arbitrators will resolve the arbitration. Each party will appoint an arbitrator, and the Costa Rican Bar Association will select the remaining arbitrator. The arbitration resolution will be issued in writing, final, binding on the parties, and non-appealable, except for the appeal for review or nullity. Once the resolution has been published and finalized, it will produce the effects of material res judicata, and the parties must comply with it without delay. Whoever acts as conciliator may not be a member of the arbitral tribunal in the same matter. The processes and their content will be confidential.

The expenses related to the conciliation process and the arbitration process, including the fees of the conciliator and the arbitrators, will be assumed by the parties in equal proportion, unless the conciliation agreement or the arbitration award provides otherwise, each of them the parties will cover the fees of their lawyers and advisers.

All this without prejudice of the obligation to reimburse any expense corresponds to the losing party in favor of the winning party. For these purposes, the resolution must order the losing party to pay those expenses, including professional fees for legal advisors. Both parties and equal proportions will cover the reasonable costs and fees related to the arbitration procedure. Each party will cover the cost of its lawyers and experts unless the arbitral tribunal determines otherwise.

ARTICLE 11 - GENERAL PROVISIONS.

11.1 WAIVERS :

No waiver of the rights or obligations agreed upon herein will be valid or effective until it is put in writing and signed by both parties. The release of rights or obligations signed by one of the parties does not imply that said waiver applies to the same extent to the other party.

11.2 MODIFICATIONS:

Any modification to this contract must be agreed in writing and signed by the legal representative or agent of each of the parties.

11.3 ASSIGNMENT:

The parties may not assign all or part of this contract's rights without the other party's prior written authorization, except in the case of assignment between subsidiaries or affiliated companies. Notwithstanding the preceding, the Client acknowledges that the Guardian Company may assign to a third party the economic rights derived from this contract to a third party, without this implying that it is dissociated as a party or that it is relieved of its commitments or obligations, with due written notification to the Client.

11.4 SEVERABILITY:

If any provision of this contract is declared by a court of competent jurisdiction or an arbitrator as invalid, null or unenforceable, in said case (a) said provision would be interpreted or modified to the extent that is reasonably necessary for it to be valid, enforceable and consistent with the original intent underlying said provision; (b) said provision would remain in effect to the extent that it is not invalid or unenforceable, and (c) the rest of the provisions of this contract will remain in force and unchanged for all legal purposes.

11.5 NOTIFICATIONS:

All notifications pertinent to the commercial relationship arising from this contract must be made in writing and will be effective from the moment it is received. In the case of communication via fax or email, it will be considered received no later than twenty-four (24) hours after it is sent, and in the case of certified mail, five (5) business days after it is sent, to the addresses that appear on the first page of the document, which has been duly provided by the parties.

ARTICLE 12: DATA PROTECTION AND FREEDOM

The data related to the Client, previously requested or during the rental, is mandatory; otherwise, the rental cannot be concluded. Such data is responsibly processed by the Rental Company and used to manage the commercial relationship (rental contract, billing, claim, customer account management, satisfaction survey, opinion on products/services). If the Client gives their prior and express consent, the Rental Company and its partners may also use their data to carry out commercial prospecting actions.

Following current regulations, the Client can access their data or request its deletion. The Client also has a right of opposition, rectification, limitation of the processing of their data, portability of their data, and a right to define the directives regarding their data's exit after their death. To obtain more information on the management of the Client's data or the exercise of their rights, the Client should consult the Privacy Policy available at the offices or on the website www.Jumbocar-costarica.com or through a request to the following email: dpo@gbh.fr.

In this act, the Client accepts that any notification related to this agreement be made to my email address.

☐ I grant my consent for my data to be used by SANJOCAR for commercial prospecting purposes.

☐ I grant my consent for my data to be transmitted to SANJOCAR partners for commercial prospecting purposes.
(The list of partners is available on request at dpo@gbh.fr).

A signature, name, and identification of the Client (accompanied by the words "Read and approved"):

Client:	Date:
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