Jumbo Car

### **RENTAL CONDITIONS AND EXCESS AMOUNTS**

SANJOCAR SA - 3-101735135

01/07/2024 subject to change without prior notice

Rates in USD TTC

																		Indicative valu	e 1USE	) = 519 CRC
		CAUTION			LIA	SLI LDW (CDW+THW)			PLDW			TLDW				ASSVE				
		Wit	thout LDW	w	ith LDW	Rate per Day	Rate	per Day	Rat	te per Day	Ex	cess Amount	Rate p	per Day	Excess Amount	Rate	e per Day	Excess Amount	Rat	e per Day
CITY CARS																			-	
MCMR	Celerio/Soluto TM o similar Hatchback	\$	18 000,00	\$	800,00	inclus	\$	10,00	\$	15,00	\$	800,00	\$	20,00	\$ 400,00	\$	40,00	\$0,00	\$	6,00
MCAR	Celerio/Soluto TA o similar Hatchback	\$	18 000,00	\$	800,00	inclus	\$	10,00	\$	15,00	\$	800,00	\$	20,00	\$ 400,00	\$	40,00	\$0,00	\$	6,00
EDMR	I10/Beat/Dzire/Yaris TM o similar Sedan	\$	20 000,00	\$	800,00	inclus	\$	10,00	\$	15,00	\$	800,00	\$	20,00	\$ 400,00	\$	40,00	\$0,00	\$	6,00
EDAR	I10/Beat/Mirage/Yaris TA o similar Sedan	\$	20 000,00	\$	800,00	inclus	\$	10,00	\$	15,00	\$	800,00	\$	20,00	\$ 400,00	\$	40,00	\$0,00	\$	6,00
CDAR	Aveo/Cavalier/Accent/Tiida/Ciaz TA o similar Sedan	\$	22 000,00	\$	1 000,00	inclus	\$	10,00	\$	20,00	\$	1 000,00	\$	25,00	\$ 500,00	\$	45,00	\$0,00	\$	6,00
SDAR	Corolla/Sentra/Elantra TA o similar Sedan	\$	25 000,00	\$	1 000,00	inclus	\$	10,00	\$	20,00	\$	1 000,00	\$	25,00	\$ 500,00	\$	45,00	\$0,00	\$	6,00
SUV 4X2																				
CMMR	GX3/Sonet TM o similar	\$	30 000,00	\$	1 200,00	inclus	\$	10,00	\$	20,00	\$	1 200,00	\$	25,00	\$ 600,00	\$	45,00	\$0,00	\$	6,00
CMAR	GX3/Sonet TA o similar	\$	30 000,00	\$	1 200,00	inclus	\$	10,00	\$	20,00	\$	1 200,00	\$	25,00	\$ 600,00	\$	45,00	\$0,00	\$	6,00
IMMR	Coolray/Seltos TM o similar	\$	32 000,00	\$	1 200,00	inclus	\$	10,00	\$	32,00	\$	1 200,00	\$	37,00	\$ 600,00	\$	50,00	\$0,00	\$	6,00
IMAR	Coolray/Seltos TA o similar	\$	32 000,00	\$	1 200,00	inclus	\$	10,00	\$	32,00	\$	1 200,00	\$	37,00	\$ 600,00	\$	50,00	\$0,00	\$	6,00
SMMR	Tucson/Sportage/GdVitara/Korando TM o similar	\$	35 000,00	\$	1 500,00	inclus	\$	10,00	\$	35,00	\$	1 500,00	\$	40,00	\$ 750,00	\$	60,00	\$0,00	\$	6,00
SMAR	Tucson/Sportage/GdVitara/Korando TA o similar	\$	35 000,00	\$	1 500,00	inclus	\$	10,00	\$	35,00	\$	1 500,00	\$	40,00	\$ 750,00	\$	60,00	\$0,00	\$	6,00
SUV 4X4																				
CFMR	Jimny 3 Puertas TM o similar	\$	30 000,00	\$	1 200,00	inclus	\$	10,00	\$	20,00	\$	1 200,00	\$	25,00	\$ 600,00	\$	45,00	\$0,00	\$	6,00
CFAR	Jimny 3 Puertas TA o similar	\$	30 000,00	\$	1 200,00	inclus	\$	10,00	\$	20,00	\$	1 200,00	\$	25,00	\$ 600,00	\$	45,00	\$0,00	\$	6,00
IFNR	Jimny 5 puertas TM o similar	\$	32 000,00	\$	1 200,00	inclus	\$	10,00	\$	32,00	\$	1 200,00	\$	37,00	\$ 600,00	\$	50,00	\$0,00	\$	6,00
IFBR	Jimny 5 puertas TA o similar	\$	32 000,00	\$	1 200,00	inclus	\$	10,00	\$	32,00	\$	1 200,00	\$	37,00	\$ 600,00	\$	50,00	\$0,00	\$	6,00
IFMR	Creta/ASX/Vitara/Duster TM o similar	\$	32 000,00	\$	1 200,00	inclus	\$	10,00	\$	32,00	\$	1 200,00	\$	37,00	\$ 600,00	\$	50,00	\$0,00	\$	6,00
IFAR	Creta/ASX/Vitara/Duster TA o similar	\$	32 000,00	\$	1 200,00	inclus	\$	10,00	\$	32,00	\$	1 200,00	\$	37,00	\$ 600,00	\$	50,00	\$0,00	\$	6,00
SFMR	Tucson/Vitara/Sportage TM	\$	35 000,00	\$	1 500,00	inclus	\$	10,00	\$	35,00	\$	1 500,00	\$	40,00	\$ 750,00	\$	60,00	\$0,00	\$	6,00
SFAR	Tucson/Vitara/Sportage TA	\$	35 000,00	\$	1 500,00	inclus	\$	10,00	\$	35,00	\$	1 500,00	\$	40,00	\$ 750,00	\$	60,00	\$0,00	\$	6,00
FFAR	Montero Sport/Santa Fé/Fortuner/Xtrail TA 7seats	\$	50 000,00	\$	2 000,00	inclus	\$	10,00	\$	50,00	\$	2 000,00	\$	60,00	\$ 1 000,00		NA	NA	\$	6,00
PFAR	Explorer/Land Cruiser/Montero W/ Grand Sante Fé TA	\$	70 000,00	\$	3 000,00	inclus	\$	10,00	\$	70,00	\$	3 000,00	\$	80,00	\$ 1 500,00		NA	NA	\$	6,00
* NPA=NON-APPLICABLE						•														

\* NPA=NON-APPLICABLE

#### RENTAL CONDITIONS

Original and valid passport with entry to Costa Rica less than 3 months at the end date of rental agreement

Original driving licence in Roman letters otherwise International Driving Licence

Credit card (Visa, Master Card and American Express as well as Diner Club and Discover)

The person holding the rental contract, must be the person holding the Payment and Guarantee Card

Minimum age 18 years and 1 year of Licence for the categories of Mini and Economic/ Surcharge Young Driver from 18 to 24 years

Minimum age 21 years for all other categories and at least two years of license/ Surcharge Young Driver from 21 to 24 years

Minimum age 25 years and at least 3 years of Licence for Full Size and Premium

Maximum age 75 years for all categories/ Driver Surcharge Senior for +75 years

Reservations are guaranteed 24h if prepaid and 2h if not prepaid according to arrival of the flight indicated in the reservation.

The rate is calculated per 24h with 59 min grace period

Fuel Policy: vehicle comes with full and return to do with full

#### ROAD ASSISTANCE CONDITIONS

Roadside assistance is optional. If you have chosen this option, you will have access to our assistance service in case of breakdown of your rental vehicle.

This assistance shall include:

Call Center English/Spanish 24/7 Towing in case of accident or breakdown Car Ican in case of breakdown if not negligent Locksmith service in case of forgetting the key in the car This assistance shall not include: Out of Costa Rica Key Loss and Key Delivery Towing in case of negligence Tire change Troubleshooting for fuel shortage or fuel error Troubleshooting for fuel shortage or fuel error Troubleshooting for fuel shortage of shortage

#### CONDITIONS DES PROTECTIONS (extrait des conditions générales de lo

LIA SLI	Liability Automobile Insurance = Mandatory - Damage to Third Parties: 6millions from CRC or about 10000USD on body damages - no cover material damages
SLI	Supplemental Liability Insurance = Non Mandatory - Damage to Third Parties: 200,000 USD Damage Third Party Equipment: 60 000USD
	Additional: 300 000USD Occupant: 20 000USD In case of death: 5 000 USD
	No other insurance (sold on Internet or CB) for Civil Liability is accepted
	Last Damage Waiver (Collission Damage Waiver + Thraft Damage Waiver) Assident/Damage excess amount according to vehicle sategory and Theft deductible 10% value of

#### Lost Damage Waiver (Collission Damage Waiver + Threft Damage Waiver). Accident/Damage excess amount according to vehicle category and Theft deductible 10% value of the vehicle. Not required if you submit an attestation showing the coverage of the rental vehicle in Costa Rica for the duration of your rental for a minimum of USD 60,000 and USD 100,000 for categories F and P Partial protection against damage and total theft of the rental vehicle. Excess Amount reduced to half. Not mandatory. Complementary to the LDW Total protection against damage and total theft of the rental vehicle. Without deductible. Not mandatory. Complementary to the LDW LDW (CDW+THW) PLDW

- TLDW
- ASSVE Windows Breakage Protection and Tires. Without Excess Amount. Does not include rims. Does not include roadside assistance

Only the tenants declared on the contract can claim as insured

Insurance valid only in Costa Rica, it is forbidden to cross borders

In the event of an accident, the tenant must remain on site to wait for the policy and insurance + inform Jumbo Car the coordination of stakeholders.

The tenant must submit within 24 hours, the claim report and attach a pointy and industries of and/or complaint receipt. The tenant does not have to give the vehicle, it remains his full responsibility until the delivery of the keys to a Jumbo Car agent

Is not included in the insurance

Damage to upper and lower body Damage to mechanical parts under the vehicle (nose gear, oil pan)

Damage caused as a result of unanticipated use by the manufacturer, or out of paved roads, damage caused by rain or sea water

Partial theft or degradation of accessories (hubcap, antenna, rear-view mirror, key, etc.)

Roadside Assistance

Loss or damage of goods carried in the rental vehicle Towing, Capital and Expertise Costs

#### EXTRAS AND OPTIONS (TTC)

Airport Fee	\$	-		
Road Assistance	\$	5,00	per day	
Additional driver	\$	5,00	per driver/day	
Young driver (18-22 years)	\$	20,00	per driver/day	
Young Driver (under 26 years or less than 2 years of license)	\$	10,00	per driver/day	
Senior driver (from age 76)	\$	10,00	per driver/day	
Carrycot	\$	10,00	by element / Day	Max 10d
Baby Seat	\$	10,00	by element / Day	Max 10d
Infant seat with backrest	\$	10,00	by element / Day	Max 10d
Backless Infant Seat	\$	5,00	by element / Day	Max 10d
Infant Seat Protection	\$	5,00	by protection	
Stroller	\$	10,00	by element / Day	Max 10d
Bed	\$	10,00	by element / Day	Max 10d
GPS (300 USD franchise)	\$	10,00	by element / Day	Max 10d
Wifi box (300 USD deductible)	\$	10,00	by element / Day	Max 10d
Quick Pass (Toll/Parking) (300USD deductible)	\$	5,00	by element / Day	+consommation
Local SIM card with 60min local call	\$	5,00	by element / Day	
Roof Rack	\$	10,00	by element / Day	Max 10d
Roof Box	\$	15,00	by element / Day	Max 10d
Cool Box	\$	5,00	by element / Day	Max 10d
Beach Seat	\$	5,00	by element / Day	Max 10d
Adaptator	\$	5,00	sale	
Full Tank Option	Rate in .	Agency		
Car Delivery/Return (hotel, office)	from 50	USD	by element / Day	
Car Delivery on Airport Parking	\$	30,00	by element / Day	
Car Drop Off	from 50	USD	by element / Day	
Outside opening hours Fee	\$	35,00		
Prepaid Cleaning	\$	75,00		

		AMENDES (TTC)						
Refueling	Counte	er Rate						
Unusually dirty vehicle / waste	\$	100,00	by contract					
Smell of cigarette smoke	\$	300,00						
Loss of vehicle documents	\$	300,00	+downtime					
Loss of license plate	\$	500,00	+downtime					
Loss or damage of keys	\$	300,00	+troubleshooting and downtime					
Redirection Charges (mail)	\$	50,00	by effect					
Adm Fees	\$	100,00	by procedure					
Administrative expenses in the event of a disaster	\$	200,00	by contract					
Administrative costs in case of abandonment of the vehicle	from 5	00 USD	per vehicle					
Administrative costs in case of repatriation of the vehicle	from 5	00 USD	per vehicle					
Administrative costs in case of contravention	\$	200,00	by contract + amount of contravention + time to capital					

**ARTICLE 1: GENERAL CONDITIONS** These General Rental Conditions will apply to all rentals granted by the company Sanjocar, Sociedad Anonima, a company duly constituted under the laws of the Republic of Costa Rica, with legal entity identification number three - one hundred and one - seven three five one three-five, from now on and for all purposes of this contract referred to as the "Rental Company."

The undersigned of this contract from now on will be called the "Client," who expresses his acceptance and gives full consent to the General Rental Conditions. The Client authorizes the Rental Company to carry out the corresponding charges to the credit card delivered for such purposes and make any future deduction of additional costs derived from the eventual breach of the lease contract.

During the rental period, the Client will have full custody and be solely responsible for the vehicle. Likewise, the Client will have an obligation to provide all the necessary documents to complete the information in their contract, such as name, address, date of issuance of your driver's license, and credit card number.

It is an essential requirement for the vehicle's rental that the Client shows his current driving license. Likewise, the Client or any designated driver must be over 25 years of age and have a valid driver's license for at least three years. If the driver is under 25 years of age, a surcharge will apply to the reservation's total amount.

Take into account that the rental of certain types or categories of vehicles will be subject to and require different and particular payment instruments. Additionally, they will be subject to minimum age conditions according to their class, which will be informed in advance to the Client case they apply.

#### ARTICLE 2: OWNERSHIP, USE, AND OPERATION OF THE VEHICLE

The rented vehicle is the Rental Company's exclusive property, which is the only one authorized to transfer ownership of the leased vehicle and the various rights and obligations embodied throughout this contract.

The leased vehicle may only be driven within the Republic of Costa Rica's national territory by the Client or persons duly authorized within this contract. Failure to comply with this obligation generates the Client's total and automatic responsibility towards the Rental Company and third parties. Additionally, the Client will also be responsible for the payment of administrative expenses and will be obliged to indemnify the Rental Company for what was missed due to the rental vehicle's lack of availability. Finally, the Client must assume the corresponding cost for crane service as appropriate.

If the Client incurs a fault to the Law of Transit by Land Public Roads and Road Safety, and as a consequence, the leased vehicle is stopped, the Client must pay the Rental Company half of the daily rate established in this contract.

**ARTICLE 3: DELIVERY AND RETURN OF THE VEHICLE** The vehicle will be delivered to the Client at the Rental Company's rental offices. The return must be made to the Rental Company's staff at the place, date, and time stipulated in the contract. Within the Rental Company's rental office's working hours, or before the specified date if the Rental Company requires it.

Suppose the Rental Company has previously authorized the Client to return the vehicle in a place other than its rental offices. In that case, the Client will continue to be responsible for the car and be liable for any damage until the vehicle's effective delivery to the Rental Company at its rental offices.

The Client will not be authorized to deliver the leased vehicle to a place other than the rental office provided in his contract. Suppose the Client returns the car in an area not foreseen or authorized by the Rental Company in his agreement. In that case, the Client will incur a penalty for abandonment, and such penalty will be established according to the rates previously set by the Rental Company. It will be exposed and exhibited in the rental offices. Additionally, the Client must cover the expenses incurred by the Rental Company to recover the vehicle. This amount will be established and depend on the place, time, and day of recovery of the Rental Company's vehicle.

The Client accepts that, in the event of not returning the vehicle as stipulated in this contract, he renounces to make any subsequent claim of any kind to the Rental Company for any damage he considers caused by the vehicle's recovery by the Rental Company.

Whenever a vehicle is returned outside office hours and after the closing time displayed in the rental offices, in particular, due to delayed flights, the Client will be charged an additional delivery or return charge for a different amount. Such amount will be established according to the rates previously set by the Rental Company and which will be displayed and exhibited in the rental offices.

**ARTICLE 4: VEHICLE CONDITION** A description of the vehicle will be attached to this contract and delivered to the Client. Only an employee of the Rental Company will be authorized to fill out the form that describes the leased vehicle's initial condition. In case of not complying with the above, it will be considered that the Rental Company has provided a car according to the description. The Rental Company will be empowered and may not consider claims related to damages not established in the form that describes the leased vehicle's initial state at the time of departure. The Client will have an obligation to deliver the hired car in the same condition in which it was received. All repair costs caused by the Client's fault or the absence of responsibility on the part of an identified third party will be added to the amount established for rent, per and under the provisions of section "INSURANCE ADDITIONAL DAMAGES." The Rental Company undertakes to provide a specific category vehicle, not of a particular model or brand.

The Client must return the leased vehicle in the same clean state when it is delivered. Suppose the car at the time of return is excessively dirty (animal hair, sand, mud, stained seats, the smell of cigarettes, marks). In that case, the Rental Company is entitled to bill the Client an additional amount for "Cleaning and Repair," an amount which will be established according to the rates previously set by the Rental Company and which will be displayed and exhibited in the rental offices.

The vehicle is fitted with tires whose state and number are the corresponding ones to fully comply with the Republic of Costa Rica's applicable traffic regulations. The Client shall pay for any damage or theft to tires, rims, wheel and disc system, tire accessories, flat tires, and fuel.

In case of loss or damage to the keys (humidity, damage due to falls), the costs of towing, copying the key, and reinstalling the anti-theft device will be charged to the Client, regardless of the insurance protection they have.

**ARTICLE 5: EXCLUSION FROM INSURANCE** The Client assumes complete responsibility for the total amount of the repair or replacement of the vehicle, of any of its parts and its accessories in those cases where the insurance coverage is insufficient to cover the entire amount of the incident that occurred, or in the Client incurs in any action or omission that generates the exclusion, and that merits the insurer to deny the corresponding payment.

Attached are the reasons for insurance exclusion, which are understood and accepted by the Client:

- Other people other than those approved by the Rental Company use the leased vehicle.

- A driver drives the rented vehicle under the influence of alcohol or substances that modify the reflexes necessary for driving. -That the leased vehicle is used to push, pull, or tow any other vehicle.

-The leased vehicle is used to compete in illegal or legal races.

-That the vehicle is sublet or rented to a third party.

-That the leased vehicle is used to transport people in exchange for remuneration.

The leased vehicle is used to transport more passengers than authorized or carry a weight greater than the vehicle's load capacity.

-That the leased vehicle is used to provide driving lessons.

- The leased vehicle is used to transport dangerous substances (flammable or explosive) or goods that emit foul odors.

-That the rented car is used to be transported onboard a boat, ferry.

The vehicle has been used on beaches, unauthorized areas, or cross water bodies, such as rivers and streams.

-When the driver lacks a valid license, up to date and accepted by the Costa Rican authorities, which implies the obligation to have a national driver's license if the driver has more than three months of residing in the country.

Additionally, the Client may in no case assign, sell, mortgage, or pledge this contract, the vehicle, its equipment, or tools, nor manipulate them in a way that could cause damage to the Rental Company.

**ARTICLE 6: RENTAL** 

When making the vehicle reservation either through our website, through an agency, a broker, or a company, the General Rental Conditions established at the time of booking will be applied to the Client. Also, at that time, the Client must make a guarantee deposit, which must be made through a credit card, and will be an essential condition for delivering the leased vehicle. Suppose the amount established as a guarantee deposit is not available. In that case, the Rental Company may refuse to provide the car to the Client and terminate the rental contract automatically and without the need for a subsequent declaration.

### 6.1 LIABILITY OF THE BANK CARD HOLDER OR THE ISSUER OF A TRAVEL VOUCHER OR RESERVATION ORDER:

When the rental is granted upon presentation of a bank card, a travel voucher, or a reservation order, the Rental Company will invoice the issuer of the travel voucher or the reservation order, which will be responsible under the contractual provisions:

- For the use of the rented vehicle,
- The payment of the rent and all related expenses,
- Will remain responsible for any extension of the rental or the disappearance of the vehicle.

**6.2 Security Deposit**: When picking up the vehicle, the Client must provide a deposit to guarantee the Rental Company the vehicle's time of use. Said warranty must be made through a credit card of the Client for a determined amount, which will be established by the Rental Company. The credit card with which the guarantee deposit is made must be issued to the Client's name. The card owner must be established as the main driver of the rental contract vehicle.

The amount deposited as a guarantee may be used to replace missing parts or damages to the vehicle, cancel the fuel owed, cleaning the car, or any other conditions to which the Client is obliged. If the deposit made by the Client is insufficient, the Client must cancel the corresponding difference to the Rental Company at the time of the return of the vehicle.

#### 6.3 Prepayment - Extension

The Rental Company will demand the payment of the entire amount established for the vehicle's rental before the car's delivery to the Client, under the stipulated conditions, which will be entitled to provide for the rental payment in various tracts. The advance payment may in no case be used as a means to extend the term of the rental. The rental price and the amount of the advance payment will be stated in the Rental Company's Price Table, which the Client declares to know and accept. Suppose the Client wishes to keep the vehicle for a longer-term than the initially agreed one. In that case, he must first obtain the Rental Company's permission, visit one of the Rental Company's rental offices, and pay, according to the Price Table, the amount of the rental currently in course.

### 6.4 Payment

The Client agrees to pay the Rental Company once the rental has ended and the vehicle has been returned (including the equipment, accessories, corresponding documents, and keys):

-All sums due for the rental period, the kilometers traveled and the amount for additional insurance coverage and any other optional service that has been requested by the Client;

-The corresponding amount for the recovery of the vehicle, in case it has been left in another place not approved in advance by the Rental Company;

- All taxes, whether direct or indirect, that must be paid under this contract, premiums, costs, and compensation provided for in this article;

-The amounts owed for traffic and parking violations under the applicable legislation during the term of this contract;

-In case of advance payment by the Client, the amount of the outstanding balance of the invoice, if any, will be immediately debited from the account corresponding to the credit card presented unless the Client offers another payment instrument accepted by the Rental Company.

- The Client accepts and authorizes through this contract that all additional expenses related to the vehicle, its rental, and its use (fuel, repairs, traffic violations) will be debited from the same account.

If a promotional rate is applied, the breach of the rental period agreed upon at the time of delivery of the vehicle will imply the automatic application of the Rental Company's rates, valid at such a moment. However, according to the Rental Company's rate, the Client must pay the towing expenses even when requested additional insurance.

- The amounts established in the contract as the lease price will not be considered as final amounts until the agreement is finalized. The Rental Company reserves the right to review the quantities established and readjust them to determine the actual amount. Likewise, the Client will be obliged to cancel any difference estimated by the Rental Company, and, if not, it will receive the corresponding refund. In the event of a breach of said obligation, the Client must pay the Rental Company an interest of 10% monthly.

- In the event of an accident, the Client authorizes the Rental Company not to close the invoice, whether the Client's fault causes it or not until a firm judicial sentence is obtained, issued by the Courts of Costa Rica obtained approval by the insurance

company. Additionally, the Client authorizes not to close his invoice until all pending charges in his name or service are fully covered.

**6.5 RESERVATION GUARANTEE.** The reservation will be guaranteed for up to 24 (twenty-four) hours if the reservation has been prepaid, and the flight details have been indicated at the time of booking. However, if the reservation has not been prepaid, it will be guaranteed up to 1 (one) hour after the arrival time established by the Client. Regardless of whether the reservation has been prepaid or not, the reserved category may vary without this implying any liability for the Rental Company once the established period has ended. If the Client requests a better class vehicle than the one previously requested, the Client will be responsible and cover the amount corresponding to the price difference. No amount will be delivered or returned to the Client for the category change to a lower one.

If a delay in the flight itinerary causes the delay in picking up the vehicle, the reservation will be kept for 1 (one) hour after the actual arrival time of the flight; this will only apply if the flight number has been specified at the time of booking or subsequently added by the Client to the file.

ARTICLE 7: CANCELLATION OF THE RESERVATION BY THE CLIENT. The Client will be entitled to cancel their reservation according to the following conditions:

-If the cancellation is made at least 30 (thirty) calendar days in advance of the scheduled date for the start of the rental, the Client will be returned the full amount corresponding to his rental, less the expenses incurred by the Rental Company for cancellation, which will be established according to the rates previously set by the Rental Company and that will be displayed in the offices for the concept of "administration fee."

-If the cancellation is made between 29 (twenty-nine) and 15 (fifteen) calendar days before the scheduled start date of the rental, the Client will be returned the entire amount corresponding to his rental, less the expenses incurred by the Rental Company for cancellation, corresponding to 10% (ten percent) of the total amount of the reservation. Likewise, the Rental Company will have a minimum rate established for the said concept, and this will be displayed on the Rental Company's website.

-If the cancellation is made between 14 (fourteen) and 3 (three) calendar days before the scheduled start date of the rental, the total amount corresponding to the rental will be returned to the Client, less the expenses incurred by the Rental Company for cancellation, corresponding to 75% (seventy-five percent) of the total amount of the reservation. Likewise, the Rental Company will have a minimum rate established for the said concept, and this will be displayed on the Rental Company's website.

The Rental Company will not make any refund for cancellation if this is made less than 2 (two) calendar days before the scheduled date for the start of the rental or if the Client does not rent the vehicle on the reserved date.

### ARTICLE 8: INSURANCE AND EXEMPTION OF ADDITIONAL DAMAGES

All of our vehicles are covered by an insurance policy, which is described below:

1. LIA is the mandatory civil liability and included in all rates covered by the SOA. The SOA covers any injury or death caused to people (pedestrians or vehicle occupants) by a traffic accident, whether or not there is a driver's responsibility. Said insurance has a maximum coverage amount established by the law of Costa Rica. Likewise, in the Law of Transit by Land Public Roads and Road Safety, article 66, the limits of coverage of said insurance are established.

2. SLI is the complementary civil liability, not mandatory, which provides civil liability coverage per the amounts established per the rates previously set by the Rental Company and that will be displayed in the rental offices, per current regulations, as well as the following additional protection, which is optional:

3. CDW is a coverage in which the Client waives responsibility for total or partial damage caused to the vehicle by a collision. In this coverage, the Client will be released from paying the damages by paying a deductible previously established by the Rental Company. The rates will be displayed in the rental offices.

4.THW is a coverage in which the Client waives responsibility for the total theft of the vehicle. Under this coverage, the Client will be released from the complete theft payment by paying a deductible previously established by the Rental Company. The rates will be displayed in the rental offices.

5.LDW (CDW + THW), in case the Client agrees to take the coverage for an exemption for loss or damage, his responsibility for damage and loss occurred to the vehicle during the rental will be limited to the payment of a deductible according to the amount which will be established according to the rates previously set by the Rental Company and which will be displayed and exhibited in the rental offices. Said coverage is not insurance, but exoneration for loss or damage caused to the vehicle, and said exoneration is given if the Client pays the deductible indicated by the Rental Company. Likewise, such protection does not contemplate damage to the vehicle's windows, rims, or tires.

6. PDW is a partial coverage with a deductible, which means that it partially releases the Client in case of damage, collision, or theft of the vehicle, in front of the Rental Company, in which case the Client assumes responsibility for the payment of a deductible, which will be previously established by the Rental Company and the rates will be displayed in the rental offices.

7.TDW is a complementary coverage to LDW that exempts the Client from paying the deductible. It frees the Client from covering the deductible marked for material damage or theft caused to the vehicle during the rental. All those damages caused by negligence, violations of the rental contract, and insurance are excluded. This coverage does not apply to all categories of vehicles.

8. ASSVE coverage covers any accident related to the tires or damages to the vehicle's windows and windshield during the rental, without a deductible. It does not include the replacement of tires or roadside assistance.

Sanjocar will have other types of coverage, which will be detailed on our website. They will be established according to the previously established rates and displayed or exhibited in the rental offices.

If the Client has not acquired roadside assistance coverage and requested, it will be provided to the Client, but an additional charge will be made for such a request. The payment will be made according to the rates previously established by the Rental Company, which will be displayed or exhibited in the rental offices.

Likewise, it is clarified that no insurance covers damage caused or loss of license plates, vehicle circulation documents, electronic devices provided by the Rental Company, geolocation devices, chairs or equipment for minors or babies, GPS devices, WIFI, security kit, or any damage or dirt caused to the upholstery of the car, whether or not the smell of tobacco causes it, it is worth mentioning that no insurance covers damage or dirt caused by smoking.

The Client personally undertakes to comply with the following in the event of any circumstance that warrants it:

- Call the insurance company through the emergency number indicated in the text of your contract.

-Notify the Rental Company immediately of the event or any unforeseen event that happened with the leased vehicle, such as accident, damage, or fire, and immediately notify the police authorities of any theft or personal injury.

-Sign the insurance report sheet and the corresponding traffic police ticket.

-Submit at the Rental Company's offices within a maximum period of 2 (two) calendar days counted as the incident the tickets and documents issued by the insurance company and the traffic officer.

-When going to the offices of the Rental Company to deliver the documents, the Client must mention in detail the circumstances, the names, and addresses of the witnesses, the name and address of the insurance company of the opposing party, as well as the policy number.

-Under no circumstances discuss responsibility or try to reconcile, or engage with third parties concerning the accident.

-Do not leave the vehicle without being able to guarantee your safety and protection.

Material damage or theft of the vehicle remains the responsibility of the Client. However, even if the Client has agreed to pay one or more additional coverages to reduce the liability, they will continue to be fully responsible for all damage caused to the upper parts of the body by collision with a fixed or mobile body (bridge, tunnel, garage, tree branch, other projecting objects). The same applies to damage caused to the bodywork and mechanical parts under the vehicle (front wheel axle unit, oil pan). The Client will be financially liable for all damages caused to the car by using the vehicle on land. It was not designed or using the same off-road, even if the Client has accepted the additional coverage to reduce their liability. The Client will also be fully responsible for all damages caused by water (rain, sea) due to its negligence (dangerous crossing of flooded areas, parking in an open space, parking in a place with the risk of flooding) and any theft or damage of accessories and broken glass.

If the vehicle's damage is less than the deductible, the Rental Company will reimburse the Client for the difference between these amounts. The amount of damage will be the economic value of the Rental Company's loss due to the damage,

destruction, or theft of the vehicle rented by the Client. Consequently, any sum claimed by the Rental Company for damage to the rented car will be estimated by an expert. Compensation will be established for repair expenses, towing expenses, the cost of vehicle downtime, and administrative and service expenses processing, according to the amount which will be designated as per the rates previously set by the Rental Company, and that will be displayed or exhibited in the rental offices. If no repairs have been made, the Client must render the estimated amount of their cost as compensation for losing the vehicle's market value.

Keep in mind that the Client may incur personal liability in the event of an accident involving circumstances caused by the violation of the Law on Traffic Through Public Land Roads and Road Safety, regardless of the additional coverage that has been contracted. The Rental Company will have the right to claim from the guilty Client the full cost of the repairs, damages, and losses suffered by the third parties involved. The Rental Company will also have the right to terminate the contract and not provide a replacement vehicle. The sums paid in advance will remain the property of the Rental Company.

**ARTICLE 9: FUEL:** The fuel must be paid for by the Client. If the vehicle is returned with less fuel than it had at the time of delivery, the recharge of the amount for the rental of the vehicle will be invoiced, plus the cost of the fuel that is missing to complete its recharge, according to the rates stipulated in the list of the Rental Company's prices, which in the Client declares to understand and know.

**ARTICLE 10:MAINTENANCE AND REPAIRS:** The Client agrees to use the vehicle wisely. The Client will be the sole custodian and responsible and in control of the driving and transport operations. The Client will regularly check the level of oil, water, and other fluids and carry out routine maintenance and prevention operations, particularly oil change and lubrication, in the Rental Company's workshops or establishments previously authorized by the Rental Company. The Client must keep the invoices and other evidence of these maintenance services available to the Rental Company. Repairs other than routine maintenance operations will require prior authorization from the Rental Company.

**ARTICLE 11:GEOLOCATION:** The Rental Company informs the Client of a device that controls the kilometers traveled and manages automated alerts. The information collected can be used both during and after the end of the rental period. By accepting these General Rental Conditions, the Client consents to the use of these electronic devices. The Rental Company also makes available to the Client an optional geolocation instrument for eco-driving or security purposes (in the event of theft of the rented vehicle). The Rental Company and the Client are jointly responsible for the Rental Company's treatments in case of activation of this option. The Rental Company undertakes to use it responsibly, in particular concerning its deactivation functionalities.

**ARTICLE 12: RESPONSIBILITY:** Per the provisions of the Law on Traffic on Public Land Roads and Road Safety, the Client will be solely responsible for all fines and police infractions that are carried out while in use and possession of the vehicle. Consequently, the Client will reimburse the Rental Company for all expenses of this nature that must be incurred in favor of the Client. Per the rule that the penalty applies only to the offender, the Client will be responsible for infractions and violations committed during the rental period. The Client is informed that his name and address can be communicated, upon request, to the competent authorities. That, where appropriate, he must pay an amount which will be established according to the rates previously set by the Rental Company and which will be displayed or exhibited in the rental offices for expenses of processing the file.

The Rental Company is authorized by the Client to charge the amounts corresponding to said infractions, plus the interests accrued by them per the Law of Transit Through Public Land Roads and Road Safety, as well as an administrative payment according to the amount which will be established according to the rates previously set by the Rental Company and that, will be displayed or exhibited in the rental offices for the lifting of the offense.

When returning the vehicle, the Client must notify the Rental Company of any infraction incurred during the rental period and deliver the corresponding ticket(s). Likewise, the Client must verify that he does not forget any personal objects in the vehicle. The Rental Company will not be responsible for the loss or damage of the goods left in the car, either during or after the rental period. Consequently, forgotten objects will be sent at the request of the Client in consideration of an administrative fee which will be established according to the rates previously set by the Rental Company and that will be displayed or exhibited in the rental offices, in addition to the shipping costs, which will be deducted from the guarantee deposit.

**ARTICLE 13:DURATION AND VALIDITY OF THE CONTRACT:** This rental is granted for a limited term specified on this contract's first page. Suppose the vehicle is not returned to the Rental Company on the agreed return date, and there is no written authorization for an extension. In that case, the Rental Company reserves the right to withdraw the vehicle wherever it is at that time, and the costs will be assumed by the Client, understanding that the Client, in this case, will not have the right to claim the undue termination of the contract. The rental days are billed in units of twenty-four hours, 59 (fifty-nine) minutes after the expiration of the contractual term, and an additional day will be billed, which is accepted by the Client.

**ARTICLE 14: BREACH OF THE CONTRACT:** Failure to comply with the Client's rental conditions will entitle the unilateral termination of the rental contract by the Rental Company, without prejudice to the damages that the Rental Company may claim from the Client for such breach.

**ARTICLE 15: RESOLUTION OF CONFLICTS:** 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 16: GENERAL PROVISIONS.

**16.1 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.

**16.2 MODIFICATIONS:** Any modification to this contract must be agreed in writing and signed by the legal representative or attorney-in-fact of each of the parties.

**16.3 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 Rental 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.

**16.4 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

# SHORT-TERM VEHICLE RENTAL AGREEMENT SANJOCAR, SA

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.

**16.5 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 17: DATA PROCESSING AND PRIVACY:** 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:
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Rental Company: