

GENERAL CONDITIONS FOR RENTAL OF VEHICLES WITHOUT A DRIVER – JULIABAM – June 2026

- and who shall remain responsible for any extension of the rental or disappearance of the vehicle, made, etc.).

ARTICLE 1: GENERAL PROVISIONS

These General Rental Terms and Conditions shall govern all rental contracts granted by JULIABAMSTB B.V., hereinafter referred to as "the Lessor", in the territory of Sint Maarten, to its customers. The Customer acknowledges that it fully and unreservedly accepts application of these General Rental Terms and Conditions.

The terms and definitions of the rental contract are applied in these General Rental Terms and Conditions. During the rental period, provided in the contract, the Customer shall have custody of and be responsible for the vehicle. The Customer must be in a position to provide all documents required to complete his or her contract, such as name and address, date of issue of his or her driver's licence and credit card number.

The driver's licence must always be shown whenever a vehicle is rented. The Customer or any driver designated in the contract shall be older than 21 years of age and have held a valid driver's licence for more than one year. If the driver is younger than 25 years old, a surcharge shall be applied. Please note that the rental of certain categories of vehicles requires particular payment instruments and is subject to minimum age conditions.

ARTICLE 2: PICKUP AND RETURN OF VEHICLE

The vehicle shall be made available to the Customer at one of the Lessor's rental offices. It shall be returned to the Lessor's personnel at the location, date and time stipulated in the contract, and during rental office business hours. In the event that the Customer is authorised to return the vehicle elsewhere than at one of the Lessor's rental offices, the Customer shall remain responsible for the vehicle until it has been turned over to the Lessor.

The Customer shall not be authorised to deliver the vehicle elsewhere than at the rental office provided for in his or her contract. If the Customer returns the vehicle at a location neither provided for nor authorised by the Lessor in his or her contract, said Customer shall incur a fixed penalty of US\$ 200 - for abandoning the vehicle, as well as a sum to cover the cost of recovering the vehicle, which amount shall depend upon the place, time and day of recovery.

Whenever a vehicle is returned outside the business hours and after the closing time displayed at the rental offices, particularly due to delayed flights, the Customer shall be charged an additional "off business hours" pickup or return fee of US\$ 35 including taxes when the contract is drawn up and/or closed.

ARTICLE 3: CONDITION OF VEHICLE

A description of the vehicle is attached to the Customer's contract. Only an employee of the Lessor shall be authorised to fill out the form describing the initial condition of the rented vehicle. If this is not done, the Lessor shall be deemed to have provided a vehicle in accordance with the description. The Lessor may therefore decide not to take account of claims with regard to damages not pointed out at the moment of departure. The Customer shall take the vehicle in the condition in which he or she has received it. All repair costs occasioned by the Customer's fault or in the absence of a fault on the part of an identified third party, shall be added to the cost of the rental, subject to the provisions in the section "Insurance and Additional Damage Waivers". The Lessor agrees to provide a vehicle from a particular category, not a particular model or make.

Vehicles shall be returned in the same state of cleanliness as when it was picked up. If a vehicle is excessively dirty on return (animal hair, sand, mud, stained seats, markings, etc.), the Customer shall be billed for any necessary cleaning and repair in accordance with the scale available at the rental offices.

The vehicle is provided with tyres which condition and number reflect traffic regulations. The Customer shall pay for any damage to or theft of tyres, hubcaps, dowels, tyre accessories, flat tyres and fuel.

ARTICLE 4: INSURANCE EXCLUSIONS

At the risk of insurance exclusion, the renter agrees to ensure that the vehicle is not used:

- by other persons than himself or herself or those approved by the Lessor, for whom he or she shall be liable,
 - by a driver under the influence of alcohol or substances that alter the reflexes necessary for driving,
 - to push, pull or tow any other vehicle,
 - in competitions,
 - for rental to other parties,
 - to transport passengers for a financial consideration,
 - to transport more passengers than authorised or to load a weight exceeding the carrying capacity of said vehicle,
 - to give driving lessons,
 - to transport dangerous goods (inflammables or explosives) or goods emitting bad smells,
 - to be transported on board a ship, ferry, etc.
- Moreover, the Customer may in no event assign, sell, mortgage or pledge the contract, the vehicle, its equipment or tool kit, nor handle or treat them in any way that could harm the Lessor. The Customer shall be subject to all legislative, regulatory and customs obligations and all other laws on the transportation of goods in the vehicle supplied by the Lessor, whether public or private transportation, depending upon the Customer's use of the vehicle. The Customer shall remain responsible during the entire period in which the vehicle is put at his or her disposal. The Customer shall have sole responsibility for all declarations and the payment of all duties and taxes imposed on goods traffic (customs, excise, administration, etc.)

ARTICLE 5: RENTAL

In the case of reservation through the Lessor's website, the General Rental Terms and Conditions on the website shall apply to the Customer and the security deposit made with the Customer's credit card shall be an essential condition for delivery of the vehicle. If the amount of the security deposit is not available, the Lessor may refuse to deliver the vehicle to the Customer and terminate the rental contract.

A proof of residence of less than three months old (e.g. electricity or gas bill, telephone bill or Carte Vitale health insurance certificate) is required for any rental. The Lessor reserves the right to refuse to rent and deliver the vehicle to the Customer if said Customer cannot present a document proving his or her residence, and/or to terminate the contract.

5.1. Security deposit: On pickup of the vehicle, the Customer shall be required to provide a security deposit with his or her credit card (CB, Visa, Eurocard). This credit card shall display the family name and first name of the Customer and comply with the provisions in Article 14 hereof.

5.2. Prepayment - Extension: The Lessor shall require payment of the estimated amount of the rental prior to departure of the vehicle, under the conditions stipulated by the Lessor, which may provide for payment in several instalments. The initial prepayment may in no event be used to extend rental. The price of the rental and the amount of the prepayment are mentioned in the current price list. In the event that the Customer wants to keep his or her vehicle longer than initially agreed, he or she shall first obtain the Lessor's permission, visit one of the Lessor's rental offices and pay promptly, based upon the list price, the amount of the ongoing rental. The Customer may be held liable for damages if he or she fails to do so.

5.3. Payment: The Customer agrees to pay the Lessor, after the rental is terminated and the complete vehicle has been returned (including equipment, accessories, administrative papers and keys):

- All sums due for the rental period, kilometres driven, and the amount of additional insurance covers and other optional services taken by the Customer;
- The additional amount for recovering the vehicle if left at another location not approved beforehand by the Lessor;
- All direct or indirect taxes and levies due on the sums, premiums, costs and compensations provided for in this Article;
- All sums owed for traffic and parking violations under the applicable legislation during the period of this contract.

In the case of prepayment by the Customer, the amount of the outstanding balance of the invoice, if any, shall be debited immediately from the account corresponding to the credit card presented unless the Customer offers another payment instrument accepted by the Lessor. The Customer herewith accepts that the non-avoidable excess and all other costs connected with the vehicle, its rental or use (fuel, repairs, traffic violations, etc.) be debited from this same account.

In the event that a promotional rate is applied, non-compliance with the rental period agreed when the vehicle is picked up shall always entail application of the list price in force at the time. However, the amount of the minimum excess in force and towing costs shall be paid by the Customer even when the Customer has taken out additional excess insurance.

ARTICLE 6: RESPONSIBILITY OF BANK CARD HOLDER OR ISSUER OF A TRAVEL VOUCHER OR ORDER FORM

When rental is granted on presentation of a bank card, a travel voucher or an order form, the Lessor shall invoice the issuer of the travel voucher or the order form, who shall be responsible under the contractual provisions:

- for the use of the rented vehicle,
- payment of the rental and all related expenses,

ARTICLE 7: RESERVATION GUARANTEE

The reservation is guaranteed up to 1 hour after the arrival time recorded in the file. Beyond this, the reserved category may not be honored. In the event of an upgrade, the Customer will then be liable for the price difference with the reserved category. No compensation will be granted in the event of downgrading.

For the arrangements made available at the Airport, in the event of a plane delay, the reservation will be maintained 1 hour after the actual arrival time if the flight number has been clearly specified when validating the file.

ARTICLE 8: CANCELLATION OF RESERVATION BY CUSTOMER

The Customer may cancel his or her reservation under the following conditions:

- In the case of cancellation at least 30 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, minus cancellation costs of US\$50.-;
 - In the case of cancellation from 29 to 15 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, minus cancellation costs corresponding to 10% of the total amount of the reservation, and in any event not less than US\$ 50.-;
 - In the case of cancellation from 14 to 3 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, minus cancellation costs corresponding to 20% of the total amount of the reservation, and in any event not less than US\$ 50.-;
- The Lessor shall not make any repayment for cancellation less than 2 days before the scheduled starting date of the rental, or if the Customer does not rent the vehicle on the reservation date.

ARTICLE 9: EARLY RETURN

In case of early return of the vehicle, unused days will not be reimbursed.

ARTICLE 10: INSURANCE AND ADDITIONAL DAMAGE WAIVERS

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.
 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. PLDW (or LDW + PCDW) 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. LDW (CDW + SCDW) is a coverage that exempts the Client from paying the deductible. It frees the Client from covering the deductible marked for material damage 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.
- 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.
- It is reminded that all customers are required to protect the vehicle against collision and damage and must take one of the available protections, namely LDW, PLDW, or TLDW.

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.

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.

In the event that the keys are lost and/or damaged (humidity, damage after having been dropped, etc.), towing costs, a copy of the key and resetting the anti-theft device shall be paid by the Customer, regardless of his or her insurance package.

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 11 : FUEL

Fuel shall be paid by the Customer. If the vehicle is returned with less fuel than on delivery, the cost of topping up the vehicle shall be invoiced in addition to the cost of the missing fuel, at the rates stipulated in the price list at the Lessor's rental offices.

ARTICLE 12 : MAINTENANCE AND REPAIRS

The Customer agrees to use the vehicle prudently. He or she shall be its custodian and be responsible for and in control of driving and transportation operations. The Customer shall regularly verify the level of oil, water and other fluids and also carry out routine maintenance and prevention operations, particularly oil change and greasing, at the Lessor's own workshops or establishments designated by it. The Customer shall keep the invoices and other evidence of these upkeep services at the disposal of the Lessor. Repairs other than normal maintenance operations shall require the Lessor's prior authorisation.

ARTICLE 13 : GEOLOCATION

The Lessor informs the Customer of the existence of a device allowing the monitoring of the kilometres travelled and the management of mechanical alerts. The information collected can be used both during and after the end of the rental period. By accepting these General Rental Terms and Conditions, the Customer consents to the use of these electronic devices. The Lessor also makes an optional geolocation tool available to the Lessee for eco-driving or security purposes (in the event of theft of the rented vehicle). The Lessor and the Customer are jointly responsible for the treatments implemented by the Lessor in the event of activation of this option. The Lessor undertakes that this tool complies with the recommendations and the obligations of the National Ordinance Personal Data Protection, in particular with regard to its deactivation functionalities, the security and confidentiality of the data processed, the possibility for the persons concerned to have access to their personal data recorded by the tool (dates and times of circulation, journeys

ARTICLE 14 : LIABILITY

Pursuant to Articles 119 and 120 of the Road Traffic Ordinance, the Customer shall be solely liable for all fines, tickets and police reports. He or she shall also be liable for any legal action brought against him or her by the customs administration. Consequently, the Customer agrees to repay the Lessor all costs of this kind paid in the Customer's place. In accordance with the rule that punishment should be applied to the offender only, the Customer shall be liable for offences and violations committed during the term of the rental. The Customer is informed that his or her name and address may be reported on request to the competent authorities and that he or she shall, as applicable, owe file processing costs of US\$15 - including taxes. The Customer shall verify that he or she does not forget any personal property and/or belongings in the vehicle. The Lessor shall not be liable for loss of or damage to property left in the vehicle, whether during or after the rental period. Consequently, objects forgotten shall be forwarded at the Customer's request in consideration of an administration fee of US\$ 15 - including tax, in addition to shipment costs, which shall be deducted from the security deposit.

ARTICLE 15 : TERM OF CONTRACT

The rental is granted for a limited period of time, specified on the front page of the contract. If the vehicle is not returned to the Lessor at the agreed return date and there is no written authorisation of extension, the Lessor reserves the right to take back the vehicle wherever it is located at the time, at the Customer's expense, with the understanding that the Customer in this case shall have no right to claim wrongful termination of the rental. Rental days are invoiced in units of two and/or four hours. 59 minutes after expiry of the contractual time limit, an additional day shall be invoiced.

ARTICLE 16 : SECURITY DEPOSIT

The Customer shall pay the Lessor a security deposit at the moment when his or her rental contract is drawn up. The amount of this security deposit depends upon the category of the rented vehicle. It is indicated in the Lessor's price lists and, at the start of the rental, in the contract. It is intended to cover the Lessor's loss due to damage to and/or theft of the vehicle, with the understanding that this does not release the Customer from the obligation to pay directly any sum owed by him or her, even if these sums exceed said security deposit. This security deposit shall take the form of a credit card preauthorisation governed by the rules of banking law, including a blocking of the amount on the Customer's account without debit, direct debit authorization by the Lessor valid for a period of thirty days. The parties agree that this security deposit shall belong to the Lessor in the case of damage caused by the Customer or in the absence of a fault on the part of a third party and in the case of theft of the vehicle (subject to application of the above-mentioned contractual covers), up to the amount of the loss suffered. Moreover, the Customer herewith authorises the Lessor to deduct from this deposit all sums the Customer owes towards the Lessor or towards any person, authority or administration, including but not limited to fuel, repair and maintenance costs and fines, even after the vehicle has been returned, if the operative event of this debt occurs during rental by the Customer. If the amount of the security deposit is not enough to cover these sums, the Customer agrees to pay them on request immediately to the Lessor or to whoever is entitled to them.

ARTICLE 17 : BREACH OF CONTRACT

The Customer's non-compliance with these General Rental Terms and Conditions shall result in the termination of the rental without prejudice to any damages the Lessor may be entitled to claim.

ARTICLE 18 : JURISDICTION

In the event of a dispute relating to the execution of this contract, and if the Customer turns out to be a merchant, the court exclusively competent will be the Court of First Instance of Sint Maarten, with the right to appeal to the Joint Court of Justice of Aruba, Curaçao, Sint Maarten, and of Bonaire, Sint Eustatius and Saba.

ARTICLE 19 : DATA PROCESSING AND PRIVACY

The data concerning the Customer, requested during the rental, are compulsory; otherwise the sale cannot be concluded. These data are processed by the Lessor, responsible for processing, and intended for the management of the commercial relationship (rental contract, invoicing, management of tickets and claims, management of customer accounts, satisfaction survey, opinion on products / services, ...). Subject to obtaining the prior and express consent of the Customer, this data can also be used to carry out commercial prospecting actions on the part of the Seller and / or its partners.

In accordance with the regulations in force, the Customer can access his data or request its erasure. The Customer also has a right of opposition, a right of rectification, a right to limit the processing of his data, a right to the portability of his data as well as the right to define directives relating to the comes out of his personal data after his death. For more information on the management of the Customer's personal data by the Seller or on the exercise of his rights, the Customer is invited to consult the Privacy Policy available at the reception, in store, or on the website www.jumbocar-sxm.com or on request at dp@jgth.fr.