

# GENERAL RENTAL TERMS AND CONDITIONS

## JULIABAM-STM B.V. – September 2021

### ARTICLE 1: GENERAL PROVISIONS

These General Rental Terms and Conditions shall govern all rental contracts granted by JULIABAM-STM 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, humpcaps, fender, tyre accessories, flat tyres and fuel.

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.

### 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 pricelist. 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-waivable 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,
- and who shall remain responsible for any extension of the rental or disappearance of the vehicle.

### 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, the rental amount will be recalculated according to the number of days actually used and the options subscribed.

The reimbursement will be calculated on the basis of the difference between the amount paid by the Customer at the start of the rental and the amount of the actual rental. A penalty of 30% will be retained on the difference.

The reimbursement will be made by check within 30 days after the return of the vehicle. For all prepaid rentals, this clause does not apply. If the vehicle is returned before the scheduled end of rental date, unused days will not be reimbursed. The Customer must then refer to the special conditions of sale linked to the service purchased.

### ARTICLE 10: INSURANCE AND ADDITIONAL DAMAGE WAIVERS

All vehicles are covered by an insurance policy as follows:

- "third party liability", in accordance with the regulations in force, as well as the following optional additional protection:
  - CDW (partial redemption of deductible in the event of damage to the rented vehicle),
  - THW (partial redemption of deductible in the event of the complete theft of the rented vehicle),
  - PAI (protection of driver and transported persons).

A notice is available to the Customer at the rental office and on our website.

As such, the Customer undertakes in particular to:

- declare to the Lessor within two working days (excluding public holidays) from the discovery of the accident any accident, damage or fire and immediately alert the police authorities for any theft or personal injury. This claim declaration period is also 2 working days in the event of theft of the vehicle.
  - mention in the claim particularly the circumstances, the names and address of any witnesses, the name and address of the insurance company of the opposing party, as well as the policy number.
  - attach to this declaration all police, gendarmerie reports, receipt for a complaint, etc.
  - under no circumstances discuss liability or deal with or compromise with third parties in relation to the accident.
  - do not abandon the vehicle without taking care to ensure its safety and security.
- Material damage and / or theft of the vehicle remains the responsibility of the Customer up to a deductible, the amount of which varies with the category of the vehicle.

If the Customer accepts these additional covers at the current rates, the non-waivable excess shall apply in the case of a claim. If the renter declines these covers, the total excess currently in force shall apply in the case of a claim.

However, even if the Customer has agreed to pay one or more additional covers to lower excess, he or she shall remain fully liable for all damages to the upper parts of the coachwork due to collision with a fixed or mobile body (bridge, tunnel, porch, tree branch, other overhanging objects, etc.). The same shall apply to damages to coachwork and the mechanical parts underneath the vehicle (front-wheel axle unit, oil pump, rocker panel etc.) The Customer shall have full financial liability for all damages to the vehicle caused by uses for which the vehicle was not designed or by off-road use, even if the Customer has accepted the additional cover to lower excess. The Customer shall also remain fully liable for all damages caused by water (rain, sea, etc.) due to the Customer's negligence (dangerous crossing of flooded areas, parking at an open location, parking at a location with flood risk) and any theft of or damages to 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 amount of the damage to the vehicle is less than the non-waivable excess, the Lessor shall repay the Customer the difference between these amounts. The amount of damage shall be the financial value of the loss suffered by the Lessor due to the damage to, destruction of or theft of the vehicle rented by the Customer. Consequently, any sum claimed by the Lessor for damage to the rented Vehicle, as estimated by an adjuster, is to be considered compensation for repair costs, adjustment costs, towing costs, the cost of Vehicle Downtime and administrative and processing costs, amounting to US\$ 50,- excluding taxes. If no repairs have been made, the Customer shall owe the estimated amount of their cost as compensation for the loss of market value of the vehicle.

Please note that the Customer may incur personal liability in the case of an accident involving circumstances caused by the Customer's violation of the Road Traffic Ordinance ("Wegverkeersverordening") and/or other legal stipulations, regardless of any additional covers taken out. The Lessor shall be entitled to claim, from the Customer at fault, the full cost of the repairs, damages and prejudice suffered by any third parties involved. The Lessor shall further be entitled to terminate the contract and not to provide a replacement vehicle. Any prepaid sums shall belong to the Lessor.

### 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 made, etc.).

### 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 twenty-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 obtain commercial prospecting actions on the part of the Seller and / or its partners.

I consent that my data may be used by JULIABAM-STM B.V. for commercial prospecting purposes.

I consent that my data may be transmitted to JULIABAM-STM B.V. partners for commercial prospecting purposes. (The list of partners is available on request at [apo@qbh.f](mailto:apo@qbh.f)).

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.eurocar-sm.com](http://www.eurocar-sm.com) or on request at [apo@qbh.f](mailto:apo@qbh.f).

Signature of the Customer (accompanied by the words "Read and approved"):

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