

These general terms and conditions apply to rental agreements between "Bon4rent Car rental Curaçao", as the lessor and the renter of a vehicle.

1) **The parties:**

The lessor rents the car, as stated in the contract, to the renter for the specified period. These conditions form an integral part of the contract. Instead of the tenant, the drivers are also included.

2) **Down payment / Deposit / Own risk:**

For the reservation of the car, the tenant has made a deposit equal to the deposit / deductible. After confirmation of receipt of this deposit, the reservation is final.

3) **Cancellation of reservation:**

If the tenant wishes to cancel the reservation made within one month before the start of the rental period, the deposit will not be refunded.

4) **Payment and contract entry:**

The rent must be paid in advance. If the tenant rents for a longer period than one month, he must pay the rent for the following period monthly on a date and time agreed with the lessor and show the car to the lessor. The prepayment of the rent and the deposit serves to pay the rent due, to reimburse the excess and to pay all other costs to which the tenant is obliged. The deposit for the deductible is only settled once the car has been returned to the lessor.

5) **The condition of the car:**

The lessor declares that the car's engine, sheet metal and paint are in good condition and that the car is provided with car papers, accessories and spare wheel with accompanying tools. Any deviations are stated on the claim form. The car will be returned in the same condition.

6) **Usage Rules:**

- The car may not be used for speed competitions or other dangerous road races. The car is also not allowed to be driven off-road.
- Do not transport animals in this vehicle.
- Do not smoke in the car,
- Keep the car clean
- Do not sit on the seats with wet swimwear
- Do not leave bags in the car
- Park the car in a closed area or in guarded (lit at night) parking spaces
- It is not allowed to use the car (or have it used):
 - a) For any purpose contrary to the law;
 - b) For giving driving lessons;
 - c) For pushing or towing any vehicle or trailer;
 - d) For the transport of persons and / or goods in violation of any legal provision of Curaçao;
 - e) By a driver who does not have a valid driving license;
 - f) By a driver who consumes or has consumed alcoholic drinks / narcotics before or when using the car;

7) **Damages and drivers:**

All damage, theft, destruction, burglary, etc., however caused, is for the account of the tenant if the tenant is at fault for the accident and/or damage cannot be recovered from the other party, including the rent for the period that the car is under repair or until it is released by the authorities. The lessor will keep the deposit until the car has been repaired and all settlements have been paid, the additional price will be sent by means of an invoice, the reduced price will be returned to the renter.

8) **Exclusions:**

- If the damage is caused by one or more of the points below, the damage will be borne entirely and without limitation by the renter, including the rent for the period that the car is under repair or until it is released by the authorities.
- Gross negligence, negligence or improper use of the car by the renter or driver. If the car is used other than for normal passenger transport (speed races, tour with speed element, transport of heavy goods, dangerous or illegal use).
- Damage other than external damage to the car.
- If the damage has occurred in the Christoffelpark, unpaved roads or the plain of Hato. Help for technical problems and the towing service within these places will also be cancelled.
- Damage caused by ignoring warning lights and / or temperature, oil or other gauges.
- Damage caused or aggravated by continuing to drive with a boiling engine or an engine without sufficient oil.
- Damage or loss of property or injury to persons in the car.
- If the driver drives the car unlawfully or without authorization from the lessor.
- Damages that exceed the statutory liability sum (ANG 150,000.00 in words one hundred and fifty thousand Netherlands Antillean Guilders).
- If, in the event of damage, the tenant cannot submit a Forensys report from Curaçao Road Service (telephone number 199) or the tenant expresses himself about the question of guilt.
- If the renter does not immediately report the theft of the car or parts of it to the authorities or cannot provide an original official report.
- If the driver was under the influence of alcohol, drugs, medication or otherwise in a state that can be assumed to adversely affect his driving ability or to be contrary to the law.
- Damage as a result of engaging in other matters than driving the car, including activities on a mobile phone or the like.

9) **In the event of an accident / collision, the renter is obliged:**

- a) Immediately notify the landlord and call Curaçao Road Service, telephone number 199;
- b) If necessary, notify the police, telephone 911
- c) Then follow the instructions of the lessor, such as submitting witness statements and / or other documents relating to the event;
- d) At all times within 24 hours, unless otherwise agreed in writing, to hand in a fully completed and signed Curaçao Road Service damage declaration form to the lessor or otherwise hand it over in a timely manner;
- e) Refrain from acknowledging guilt in any form
- f) Never leave the car behind until proper use of all safety measures against accidents, theft and burglary that have been fitted to and in the car.
- g) To provide the lessor and any persons to be designated by it with all requested cooperation in defence against claims from third parties or in order to obtain compensation from third parties and all documents and letters etc. received by the lessee / driver in connection with the accident or notified to him / her. to hand over to the lessor.

10) **Fuel:**

The car must be returned with a full tank, as it was also received. If the petrol tank is not completely filled, the price of a full tank will be charged (ANG 150.00). Only premium petrol / gasoline should be refuelled (yellow at the pump).

If the fuel gauge shows a fuel content of $\frac{1}{4}$, it is advisable to refuel. The quality of the petrol is quite poor, so please never run the tank completely empty.

11) **Secure:**

When leaving the car, it must be locked and all safety measures must be put into effect. The car must be parked in a closed area at night. Never leave bags in the car or other items that may seem interesting to burglars.



12) **Breakdowns, breakdowns, etc.;**

In the event of a breakdown or breakdown, the lessor must be informed as soon as possible. Self-resolved malfunctions in the car cannot be charged to the lessor. Towing costs by a person other than the lessor's towing company will never be reimbursed.

The tenant must cooperate fully with the landlord to resolve a malfunction. The lessor cannot be held liable for consequential damages.

The tenant must ensure that the water and oil level as well as the tire pressure is checked regularly, that in consultation with the tenant, the lessor is given the opportunity to give the car a service, to have repairs done and to have the annual inspection carried out. In case of damage due to negligence, the costs are for the tenant.

13) **Tires;**

The replacement and repair of a flat tire must be carried out by the tenant. If the car is returned with one or more flat tires, ANG 15.00 will be charged per tire. If damage to the tires is caused or accelerated (for example due to too high or too low pressure or driving with a flat tire), the damaged tires will be replaced with new tires at the expense of the renter.

14) **Handing in;**

The renter must return the car in a verifiable manner, if the car is too dirty on the inside and / or outside, costs may be charged for this. With a heavily soiled interior, a professional cleaning company will take care of the cleaning, these costs are ANG 200.00 and are at the expense of the tenant.

No refund will be given if the car is returned within the rental period. Exceptions may apply.

The car must be returned on the date and time as indicated in the contract, if the renter wishes to return the car at a different time, this must be agreed in advance with the lessor.

If the car is returned later than reserved and paid, ANG 21.00 will be charged for the first hour or part thereof and if the car is returned later, a full day will be charged. If the car is not returned 8 hours after the expiry of the rental period, a report will be made to the authorities.

If it has been agreed that the renter will be taken away after returning the car, the renter must adhere exactly to the agreed time, as stated on the rental contract. If the car is returned earlier or later, the lessor is not obliged to take the renter away and the renter must provide transport himself.

15) **Not returning, retrieving or claiming;**

The lessor has the right at all times to reclaim or collect the car without notice of default or judicial intervention. If this chargeback occurs because of what is stated under "Exclusions", costs will be charged. The tenant must make every effort to ensure that the landlord can immediately dispose of the car and the keys. The tenant gives the landlord permission now for then to enter the grounds or buildings where the car is located or is required to reclaim the car. The landlord has no obligation to deliver.

If further driving with the rented vehicle is impossible, the renter is only entitled to replacement transport as a result of a defect in the car, if another car is available within the company. Other costs or (consequential) damage will not be reimbursed. In all other cases where further driving is impossible, the tenant is not entitled to replacement transport and a refund will follow.

The lessor is never liable for damage to cargo; however, it arises. The tenant, even if he is a natural person who does not act in the exercise of a profession or business, is deemed to take out his own insurance for his possible damage.

The renter is entitled to replacement transport (if available) or a refund on the rent already paid, if the renter is not found guilty in the event of a collision.

16) **Curaçao law;**

Curaçao law applies to this agreement. Any dispute relating to this agreement or with regard to anything related to or ensuing from it will be submitted exclusively to the competent court in Curaçao.