#### Article 1:

The General Terms and Conditions of City cars car rental apply to all rental agreements. The renter declares to agree to the general terms and conditions of City cars autoverhuur by signing the rental contract. Only persons who are designated in the rental agreement as renters or (co-)drivers may drive the vehicle. Driving the vehicle is only allowed for persons from the age of 18 who are in possession of a valid driver's license B. The renter is not allowed to make the vehicle available to a person who is not mentioned as a renter in the rental agreement. The renter is liable to the lessor in the same way as for his own conduct for the conduct of those who drive or use the vehicle with his consent.

#### Article 2:

The rental period that is determined at the final reservation and is binding on the parties. The reservation is final from the moment that the proprietor has received the deposit. The rental agreement is entered into for the period and the rate as agreed upon with the final reservation. However, the proprietor reserves the right to refuse a renter without stating reasons. In the event of cancellation of the lease by the renter, the proprietor has the right to collect the full deposit. If the vehicle is returned early, the proprietor has the right not to refund the agreed rent and deposit.

## Article 3:

The renter is deemed to have received the car in good condition. City cars autoverhuur as a lessor is deemed to have delivered the car in good condition. The renter must have paid the monthly rent, including the deposit, before the start of the rental. If the renter does not meet the rental terms on time, he will be in default without further notice of default and will owe contractual interest of 10% + \$10 per day.

The renter is obliged to make the rented car available to City cars car rental again at the end of the rental period in the same condition in which it was accepted.

### Article 4:

When concluding the rental agreement, the renter pays a deposit of Afl 1,000 or Afl 1,250 (max. 2 drivers), provided there is no damage on the car, complete and in good condition, the lessor will pay the full amount deposit refunded. Overdue rent can never be deducted from the deposit. The deposit can be paid via pin or bank transfer. The renter is entitled to settle the amount of any compensation against the deposit. The claim cost per claim Afl 150,- to be paid to Insurance company. In the event of damage, City cars car rental or an independent loss adjuster makes an inventory of the amount of compensation to the lessor. Any remaining part of the deposit that remains after deduction of the compensation will be returned to the renter by bank transfer. When it is established that there is no damage, the renter will receive the full deposit back.

#### Article 5:

Renting a car is at your own risk. The renter indemnifies City cars car rental against any form of damage to the tenant, third parties and/or goods occurring during the rental period. The tenant indemnifies City cars car rental against all fines, fines, sanctions and other measures imposed on City cars car rental in respect of criminal offenses committed by the driver and/or passenger during the rental period. Fines, fines, sanctions and other measures and therefrom for flowing costs, including but not limited to administration costs of City cars rental and/or third parties, are exclusively for the account of the renter.

## Article 6:

The renter must treat the vehicle as befits a good renter. The hirer shall ensure that the vehicle is used in accordance with its intended use. The costs associated with the use of the vehicle, such as costs for fuel, flat tires, cleaning and parking, are for the account of the renter during the rental period. The renter may not rent the vehicle under or through. The renter may not use the vehicle for driving lessons. The renter may not make any changes or repairs to the rented property without written permission from the proprietor. The renter may not compete with the vehicle. The

renter may not use the vehicle for commercial passenger transport. Under normal use, the renter will not travel more than approximately 40 kilometers per day.

The renter may not use the vehicle to commit criminal offenses. The renter may not use the vehicle for the transport of flammable, toxic or otherwise dangerous or prohibited substances. If the renter observes damage or defects, the renter is not permitted to use the vehicle if this could lead to aggravation of the damage or defects or a reduction in road safety. The renter is obliged to report known and observable defects, damage to or with the vehicle or loss of the vehicle as soon as possible. The renter must at all times comply with the applicable legislation and traffic regulations. The renter undertakes to drive exclusively on public roads. It is prohibited to use alcohol and/or narcotics and/or medicines during or before the ride that (may) affect the driving ability. If the driver is under the influence of alcohol and/or narcotics and/or medicines that (may) affect the driving ability at the time of an event causing damage, the renter is liable for this damage and the full damage will be recovered from the renter.

### Article 7:

The renter is liable for damage to the leased property that is caused by a shortcoming attributable to him in the fulfillment of an obligation under the lease.

If damage has arisen as a result of acts or omissions in violation of article 6, or due to irresponsible driving, intentional act or omission, recklessness bordering on intent, gross negligence or gross negligence on the part of the renter (including if the driver is under the influence of alcohol and/or narcotics and/or medicines that (may) affect the driving ability or caused a collision and/or accident), the entire damage will be recovered from the renter. It is per se/always forbidden to drive off road. The lessor reserves the right to have the insurer investigate an alleged violation or violations of the exclusions referred to in this article. In the case of police and/or witness statements, statement by Aruba Forensys 165 or otherwise legally acceptable burden of proof that indicate a shortcoming on the part of the tenant, the renter is fully liable for

damage to third parties as well as for damage to the rented property.

#### Article 8:

The cars of City cars car rental are insured by means of a liability insurance supplementary third party only (by J'S autoservice nv) with a maximum third-party liability coverage of Afl 150,000 according to insurance company CG United Insurance Aruba nv and its insurance terms and conditions. The claim costs to be paid to the insurance company are Afl 150.- p/case. Damage above the third-party liability coverage of 150,000 is fully recovered from the renter, who indemnifies the proprietor City cars car rental against all costs in the event of damage.

#### Article 9:

The renter is obliged to lock the car at all times when parking. The vehicle may never be left unattended or unattended if the vehicle is not locked.

The renter is liable for damage as a result of not locking the vehicle.

The renter is liable for all damage as a result of theft as well as all other damage caused or caused to the rented object, irrespective of whether the damage was caused by acts or omissions of the renter or third parties. Glass damage and/or breakage, bottom damage, punctures, damage to rims or wheel covers, as well as interior damage are excluded from any cover and will be fully borne by the renter. In case of loss or missing of the key, costs are for the account of the renter.

# Article 10:

In the event of damage, the Forensys - 165 must be informed immediately at all times as well as City cars car rental and a claim form must be completed on site at Forensys 165. After the accident, the car may not be moved from the place where the accident occurred. If the above is not complied with, the insurer's right to compensation will lapse and the entire damage will have to be paid by the renter.

#### Article 11:

The renter must comply with a call from City cars car rental to present the car for regular inspection. Such a call from City cars car rental will be made in good time so that the renter can reasonably comply with it.

#### Article 12

In the event of car breakdown during the rental period through no fault of the renter, City cars car rental will provide a replacement car on the day that a report is made. The renter is not entitled to replacement transport if the damage has arisen as a result of acts or omissions in violation of article 6, or due to irresponsible driving behavior, willful act or omission, recklessness bordering on intent, gross negligence or gross negligence on the part of the renter (including if the driver has caused a collision and/or accident under the influence of alcohol and/or narcotics and/or medicines that (may) affect the driving ability).

## Article 13

The renter is obliged to inform City cars car rental if sanctions and measures imposed by the government are imposed. In the event of an administrative, civil or criminal seizure of the car, the renter remains obliged to fulfill the obligations of the rental agreement, whereby he must pay the rental price, until the moment when the car is again in the possession of the lessor, free of attachments. The renter is obliged to indemnify City cars car rental for all costs arising from the attachment. The lessor is at all times entitled to take the rented property after alleged misuse of the car without refund of the rent.

## Article 14

These general terms and conditions have been published by City cars car rental registered Chamber of Commerce # H29147.0 J'S autoservice nv

Aruba Aruban law applies to the relationship between tenant and proprietor / City cars autoverhuur. The competent court is the court in Aruba. Disputes with regard to this agreement or with regard to everything related to or arising from it, will be submitted

exclusively to the competent court in Aruba. Please read these conditions carefully before making a reservation.