



**In Case of Accident
ALWAYS Call 199**

(or call +599 9 767 1610)

**In Case of Breakdown
Call +599 9247**

1. These terms and conditions apply to rental agreements, between "Columbus Car Rental BV", as lender and a renter of a vehicle, concluded after 1 January 2019. These terms and conditions apply to rental agreements, between "Columbus Car Rental BV", as lender and a renter of a vehicle, concluded after 1 January 2021.

2. The advance payment of the rent extends to payment of the rental amount due, to compensation of the excess and for payment of all other costs to which the renter is obligated. The deposit for the excess is only settled once the vehicle is returned to the lender, and will be transferred within 14 days after return to the bank account specified by the renter, or in cash at the moment of return.

If the receivable of the lender is not fully paid or not paid at the time agreed upon, then the renter owes legal interest, plus 2% at an annual basis, on the outstanding amount. If the renter also remains in default after demand to pay the amount due, then the lender is entitled to add collection costs to this amount.

2a The dates recorded with the definitive reservation (after the lender has received the prepayment) are binding. The renter is obligated to pay the number of agreed upon rental days, also if the car is picked up at a later time or returned at an earlier time.

3. The car comes with third-party liability insurance and comprehensive insurance. Costs to the rental car, resulting from an accident, collision, theft, burglary or destruction are recovered to an excess of resp. 500 Euro for hull damage and 250 Euro for statutory liability damage (this excess counts per incident) from the renter, who indemnifies the lender in this matter, with damage to third parties

although it is reimbursed by the insurer pursuant to the law, may not be covered in this matter under the policy conditions. This occurs if the driver was under the influence of alcohol or drugs at the time of the occurrence of the damage, this damage will be fully recovered from the renter.

4. Whenever damage results from irresponsible driving, deliberate acts or omissions, recklessness bordering on intent, or gross negligence from the renter (including if the driver caused a collision and/or accident under the influence of alcohol and/or drugs), then the entire damage is recovered from the renter.

5. Unless agreed upon otherwise in advance, the renter is required to pick up the car at the lender. A valid driving license is required for picking up the car. The renter is obligated to return the vehicle with all accessories no later than on the day and time that the agreement is terminated at the address of the lender, in the same conditions, with the exception of normal wear and tear, unless an extension of the rental period has been requested in advance by the renter and this extension was granted by the lender. The rental period extended in this way remains subject to these standard provisions and is terminated at the time further agreed upon, which is binding. If it is agreed upon that the renter, after returning the car, will be given a ride, then the renter is required to exactly observe the agreed upon time, as noted on the rental contract. If the car is returned at an earlier or later time, then the lender is not required to give the renter a ride and then the renter is required to handle transport by themselves.

6. If the vehicle is not returned to the lender in the, possibly extended, period specified in the rental agreement, then the lender acquires the right to immediate taking back of the vehicle, with the rent automatically continuing under the same provisions up to the day and the hour that the vehicle is back in the possession of the lender. 30 Naf is charged for each extra hour. If the car is returned at an earlier time, then the lender is not required to give any money back. Whenever the renter proves that exceeding the original rental period was the consequence of nonattributable breach, such as a technical failure of the vehicle which was already basically present upon conclusion of the rental agreement, the hourly rate specified in this article will not be charged.

In addition, the lender will assess, depending on the circumstances of the case, whether a daily rate is owed on (part of) that period.

7. During the time that the renter has the vehicle at his or her disposal, the costs for the use of the vehicle related to such things as engine fuel, parking and washing are at the expense of the renter.

8. The renter indemnifies the lender for all fines imposed to the lender pertaining to criminal acts carried out during the rental period by the driver and/or occupant, unless the fines and/or damage payable by the lender is a result of a defect to the vehicle which was already (at first instance) present at the effective date of the rental period.

9. The lender is entitled to immediately dissolve the rental agreement without notice of default or judicial intervention being required, without prejudice to the right to reimbursement of costs, damage and interests, if it becomes evident that the renter did not, did not timely or did not fully perform the obligations of the rental agreement during the rental period; in case of death, guardianship, request of suspension of payment or bankruptcy of the renter: or if circumstances occur before the end of the period, which the lender was not aware of at the start of the rental period, which are of such a nature that if the lender was to have been aware of this, that they would not have concluded the rental agreement.

The renter is then obligated to immediately return the vehicle with accessories, upon default of which the lender is entitled to reacquire possession of the vehicle with accessories. The renter hereby grants a power to attorney to the lender or a person designated by the lender to check the vehicle wherever this is located or to reacquire possession of the vehicle.

In case the vehicle is taken back by the lender, all rights are reserved in order to recover costs from the renter which have been incurred this way or loss suffered from the breach of the agreement.

10. The renter is required to fix a flat tyre at own expense at a 'tyre-repair shop' (Naf 10). These can be found at various locations next to the road. If the car is returned with a flat (reserve) tyre, then 350 Naf is charged. If a tyre cannot be repaired, then the renter is required to place a new tyre at own costs and to immediately notify the lender of this.

11. The renter has a right to replacement transport if further driving with the rented vehicle is impossible, as a consequence of a defect to the vehicle.

Other costs or (consequential) loss or damage is not reimbursed. In all other cases where further driving is impossible, the renter has no right to replacement transport and a solution will be found in consultation.

The lender is never liable for damage to cargo, no matter how it has occurred. The renter, also if this concerns a natural person who is not acting in the capacity of a profession or company, is expected to conclude a private insurance for possible damage.

12. The renter states, subject to proof to the contrary, to have received the vehicle without visible defects and/or damage, unless specified otherwise in the damage registration. In case of a defect to the vehicle/interior and/or damage, happened to or originated with the rented vehicle, the renter is obligated to immediately notify the lender of this (during office hours).

In case of breakdown on the road, or at your house/apartment/hotel, you can call road assistance (9 24 7). Roadside assistance does not go to Christoffelpark and to unpaved and terrain which is difficult to access.

In case of damage to the vehicle and in case of an accident/collision, the renter is obligated to:

- a. notify the lender immediately and to call the "Road Service", number 199;
- b. if necessary, warn the traffic police (telephone 911);
- c. follow instructions from the lender, such as submitting witness statements and/or other documents related to the event;
- d. at all times submit to a completely filled in and signed agreed statement of facts on motor vehicle accident of the "Road Service" to the lender within 24 hours, unless agreed upon otherwise in writing, or to otherwise make this available in a timely manner;
- e. to refrain from admission of guilt of any kind;
- f. to never leave behind the vehicle except after adequate usage of all safety precautions against accidents, theft and burglary that have been applied to and in the vehicle;
- g. to grant the lender and any persons designated by the lender all requested cooperation for defence against claims of third parties or to acquire damages of third parties and to receive everything related to the accident by the renter/driver or to submit to the lender signed documents and letters etc.

If the car has to be towed, then road assistance should be called (9 – 24 – 7) and the lender should be informed.

If the previous conditions have not been met then all right to damages from the insurance lapses and the entire damage will need to be paid by the renter

13. It is not allowed to use or drive the vehicle:

- a. by a person who is not in the possession of a valid driving license, whose correct name and address is not specified on the rental agreement, or whose name, address or age has been specified incorrectly;
- b. by a person under the influence of alcoholic drinks, or of narcotic and/or stimulant substances, or by a person who suffers from any mental and/or bodily defect, which impairs their ability to drive a vehicle and/or affects their attention;
- c. for the transport of passengers or goods in exchange for reimbursement, for the purpose of an activity in breach with the law (such as theft, smuggling etc.) in speed tests, for giving driving lessons, in matches or rallies or to push or tow another vehicle and/or trailer.

14. The renter is obligated not to overload the vehicle with passengers, baggage, load etc.

15. Normal wear and tear expenses are at the expense of the lender.

16. The cars come with an alarm system; this should be used at all times.

17. Super should always be used to fill up the tank (yellow at the gas station).

The fuel level is checked upon delivery, the car should be handed in with the same fuel level. Difference per 1/8 tank is Nafl. 25. Empty
1/8 1/4 3/8 1/2 5/8 3/4 7/8 Full

If the petrol gauge indicates a fuel level of 1/4, then this is reason to fill up the tank. The quality of the gasoline is quite poor, so make sure to never drive until the tank gets fully empty!

18. Damage to the engine and bodywork from driving on unpaved terrain is also completely at the expense of the renter.

DO NOT LEAVE VALUABLE ITEMS VISIBLY IN THE CAR THIS PREVENTS DAMAGE TO THE CAR AND UNFORTUNATE DECLARATIONS.

19. The renter is required to prevent that any right is established on the vehicle, that it is lent out or sold or that it is otherwise at someone else's disposal.

20. Any nullity or invalidity of one or more of the provisions of this agreement does not affect the validity and applicability of the other provisions. Any costs following from the failure to perform these conditions are fully at the expense of the renter.

21. The lender is entitled to, and the renter hereby provides permission to, place advertising messages on the rented vehicle by the lender for third parties.

22. The law of the country of Curacao applies to the rental agreement and any agreements resulting from it. Disputes originating from these conditions and/or rights and obligations of involved parties in agreements to which these conditions are applicable will exclusively be settled by the competent court in Willemstad (Curacao) and in urgent cases the President of the Court of Willemstad. Conditions are available for inspection with the lender and in the rental cars.

Curacao, .../.../ 2021 read and agreed by the renter:

name and signature