



**In the event of an accident or damage, leave the car where it is, do not move it, and ALWAYS call 199!**

**You are NOT insured if you do not comply with these instructions**

(Instead of 199, you can also call +5999 767 1610)

**In case of breakdown: +5999 9247**

(Instead of 9247, you can also call +5999 844 9247)

**Fuel: YELLOW (super)**

1. These general terms and conditions apply to all rental agreements entered into by Columbus Car Rental BV ("Columbus") as the lessor of a vehicle to a third party as the lessee of that vehicle (the "lessee").
2. Once Columbus has confirmed the reservation for the rental of a car, the rental period is fixed, and the renter is obligated to pay for the entire rental period in advance, regardless of whether the car is picked up later. If the car is returned before the end of the rental period, no refund will be issued for the unused days of the rental period. The advance payment of the rental fee serves as payment for the amount due and for all other costs for which the renter is liable.

If the lessor's claim is not paid in cash or by the agreed-upon time, the lessee shall owe statutory interest, plus 2% per annum, on the outstanding amount from that moment onward. If the lessee fails to pay the amount due even after receiving a demand for payment, the lessor is entitled to increase this amount by the collection costs.

3. The car is covered by liability and comprehensive insurance. **IS DEDUCTIBLE**

The car is covered by liability and comprehensive insurance. In the event of costs related to damage to the rental car resulting from an accident,

collision, theft, break-in, vandalism, or otherwise, an excess of 500.00 euros for comprehensive damage and 250.00 euros for third-party liability damage (this excess applies per claim) will be recovered from the renter. The renter hereby expressly indemnifies the rental company against these costs. If the damage is attributable to the renter, the full cost of the damage will be recovered from the renter, and by signing these general terms and conditions, the renter agrees to reimburse this damage within a reasonable period of 2 weeks. This applies, among other things, in the event of a violation of traffic laws by the driver, irresponsible or reckless driving, or driving under the influence of alcohol, drugs, or medication that impairs driving ability.

**Note! Loss of or damage to a car key, filling the car with the wrong fuel (e.g., diesel instead of premium), and a lockout (key inside the car and doors locked) must be fully reimbursed by the renter.**

**Please note! Smoking is prohibited in the cars. If smoking does occur in the car, a cleaning fee (XCG 500) will be charged.**

#### 4. Electric Cars at Kontiki Beach Resort Curaçao ("Kontiki")

Electric cars have been purchased for guests of the Kontiki Beach Resort. The electric cars may only be charged at the charging station on the premises. Charging elsewhere is not permitted.

The renter must ensure that the car is fully charged each time it is used from Kontiki. If the car must be towed to Kontiki due to a dead battery, the towing costs are the renter's responsibility.

In the event of loss or theft of the charging cable, the cost of replacing the cable will be charged to the renter, including, but not limited to, the cost of towing the car.

5. Unless otherwise agreed in advance, the renter must pick up the car from the rental company. A valid, physical driver's license for the driver(s) is required when picking up the car. The renter agrees to return the vehicle, along with all accessories, to the lessor's address no later than the date and time specified in the agreement, in the same condition, except for normal wear and tear, unless the renter has previously requested an extension of the rental period and the lessor has granted such an extension. The rental period thus extended remains subject to these standard terms and conditions and ends at the mutually agreed-upon time, which is binding.

If it has been agreed that the renter will be driven back after returning the car, the renter must strictly adhere to the agreed-upon time, as stated in the rental agreement. If the car is returned earlier or later, the rental company is not obligated to drive the renter back, and the renter must arrange for their own transportation.

6. If the vehicle has not been returned to the lessor within the period specified in the rental agreement—including any extensions—the lessor is entitled to immediately repossess the vehicle; however, the rental automatically continues under the same terms until the day and hour the vehicle is back in the lessor's possession.

A charge of XCG 150.00 will be applied for each additional hour. If the car is returned earlier, the lessor is not obligated to issue a refund. If the renter demonstrates that the extension of the original rental period is the result of a failure not attributable to him, such as a technical defect in the vehicle that was already present at the time the rental agreement was entered into, the hourly rate specified in this article will not be charged. The lessor will also assess, depending on the circumstances of the case, whether (part of) the daily rate is due for that period.

7. During the time the renter has the vehicle in their possession, costs associated with the use of the vehicle—such as fuel, parking, and washing—are the renter's responsibility.

8. The rented car may only be driven by the renter with whom the rental agreement was entered into and by the persons designated by the renter as co-drivers of the car, along with their names and copies of their valid

(and physically present) driver's licenses. Anyone other than these persons who drives the car is not insured.

The car is covered by passenger insurance. The renter indemnifies the rental company against all damages to passengers or third parties for which the rental company may be liable.

If there are multiple drivers, Columbus reserves the right to require a security deposit before renting out the vehicle. The renter remains the responsible and liable party toward Columbus as the contracting party at all times.

9. The renter indemnifies the rental company against all fines imposed on the rental company in connection with criminal offenses committed by the driver and/or passenger during the rental period.

10. The lessor is entitled to immediately terminate the rental agreement without notice of default or judicial intervention, without prejudice to its right to compensation for costs, damages, and interest, if it appears that the renter fails to fulfill the obligations of the rental agreement during the rental period, or fails to do so on time or in full; in the event of the lessee's death, placement under guardianship, filing for a stay of payments, or bankruptcy; or if circumstances arise during the term of the lease of which the lessor was not aware at the start of the lease, and which are of such a nature that, had the lessor been aware of them, the lessor would not have entered into the lease agreement.

In such cases, the lessee is obligated to return the vehicle and its accessories immediately; failing to do so, the lessor is entitled to regain possession of the vehicle and its accessories. The lessee hereby authorizes the lessor or a person designated by the lessor to inspect the vehicle wherever it may be located or to regain possession of the vehicle. The vehicle is equipped with GPS devices that allow it to be located if necessary, and the renter declares that they are aware of and agree to this by signing these general terms and conditions.

In the event that the vehicle is retrieved by the rental company, the rental company reserves all rights to recover from the renter any costs incurred in this regard or any damages suffered as a result of the termination of the agreement.

11. The renter will receive a replacement vehicle if the rental car becomes unusable as a result of a defect and/or damage and this defect or damage

is not attributable to the renter. In all other cases where the car has become unusable, the renter is not entitled to a replacement vehicle.

Other costs incurred or (consequential) damages suffered by the renter will not be reimbursed by Columbus.

The lessor is never liable for damage to the renter's property and/or that of third parties inside the vehicle, regardless of how such damage occurred. The renter—even if the renter is a natural person not acting in the course of a profession or business—is expected to obtain their own insurance coverage for any potential damage.

12. The renter declares that they have received the vehicle without visible defects and/or damage, except for any damage listed in the damage record and known to Columbus. In the event of a defect in the vehicle or its interior and/or damage sustained by or caused with the rented vehicle, the renter is obligated to immediately notify the rental company during business hours (Mon–Sun from 8 a.m. to 6 p.m.).

In the event of a breakdown on the road, or at your home, apartment, or hotel, you may call roadside assistance (Tel: 9 24 7). Roadside assistance does not operate in Christoffel Park or on unpaved and hard-to-reach terrain; in these cases, the renter must pay any towing and repair costs themselves.

In the event of damage to the vehicle or an accident/collision, the renter is required to:

- a. immediately notify the rental company and call "Forensys Curacao" at 199;
- b. if necessary, notify the traffic police (phone 911), for example, if "Forensys Curacao" cannot be reached or is unavailable;
- c. after reporting as described in a) and b) above, follow the rental company's instructions, such as providing witness statements and/or other documents related to the incident;
- d. **at all times within 24 hours**, unless otherwise agreed in writing, submit a fully completed and signed "Forensys Curacao" damage report form to the rental company or email it (followed later by the original);
- e. to refrain from admitting liability in any form whatsoever;

f. never to leave the vehicle behind without first properly utilizing all safety measures against accidents, theft, and break-ins that have been installed on and in the vehicle;

g. To provide the rental company and any persons designated by it with all requested cooperation in defending against third-party claims or in obtaining compensation from third parties, and to hand over to the rental company all documents, letters, etc., received by or served upon the renter/driver in connection with the accident;

If the car needs to be towed, you must call roadside assistance (9-24-7) and inform the rental company.

**If the above conditions are not met, all rights to compensation from the insurer will be forfeited, and the renter will be required to pay the full cost of the damage.**

13. The vehicle may not be used or driven:

a. by a person who does not possess a valid and physically present driver's license and/or any other person who is not listed as a driver on the rental agreement;

b. by a person under the influence of alcoholic beverages, narcotics, or stimulants, or by a person suffering from any mental or physical condition that impairs their ability to drive a vehicle and/or their alertness;

c. for the transportation of passengers or goods for compensation, for any purpose contrary to the law

(such as theft, smuggling, etc.) in speed tests, for providing driving lessons, competitions, or rallies, or for pushing or towing another vehicle and/or trailer.

14. The renter agrees not to overload the vehicle (or have it overloaded) with passengers, luggage, cargo, etc.

15. Normal wear and tear expenses are the responsibility of the rental company.

16. The vehicle must be filled with premium gasoline (the yellow pump). The fuel level is recorded at the time of pickup; the vehicle must be returned with the same fuel level. The charge for each 1/8 of a tank is XCG 25.00. Empty 1/8 1/4 3/8 1/2 5/8 3/4 7/8 Full

If the fuel gauge indicates a fuel level of 1/4, it is recommended to refuel. The quality of the gasoline is quite poor, so never let the tank run completely empty!

17. The car must at all times be parked on a secured property at the renter's residence or vacation address, as far away from the public road as possible and under no circumstances on the public road. If the renter does not have this option, the renter must notify Columbus of this in advance when entering into the car rental agreement. Damage to the car caused by theft or otherwise resulting from parking at a location other than those specified above is entirely the responsibility of the renter.

18. Damage to the engine and body caused by driving on unpaved terrain is entirely the responsibility of the renter. In all cases, the renter must have a flat tire repaired at their own expense at a "tire repair shop" (XCG 20.00). These can be found at various locations along the road. If the car is returned with a flat (spare) tire, XCG 350.00 will be charged. If a tire cannot be repaired, the renter must have a new tire installed at their own expense and immediately notify the rental company.

**19. DO NOT LEAVE VALUABLES IN PLAIN SIGHT IN THE CAR. THIS PREVENTS DAMAGE TO THE CAR AND SAVES TIME THAT WOULD OTHERWISE BE SPENT FILING A REPORT WITH THE POLICE AND INSURANCE COMPANY. THE RENTAL COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ITEMS LEFT BEHIND ONCE THE CAR HAS BEEN RETURNED.**

20. The renter must prevent any rights from being established over the vehicle, and must not lend, sell, or otherwise dispose of it.

21. The possible nullity or invalidity of one or more provisions of this agreement shall not affect the validity and applicability of the remaining provisions. Any costs arising from failure to comply with these terms and conditions shall be borne entirely by the renter.

22. The lessor is entitled, and the lessee hereby grants permission, for the lessor to place advertisements on the rented vehicle on behalf of third parties.

23. The rental agreement, any agreements arising therefrom, and these general terms and conditions are governed by the laws of the country of Curaçao. Disputes between Columbus and the renter shall be settled exclusively by the competent court in Curaçao or the Netherlands. These general terms and conditions are available for inspection at the lessor's office and in the rental cars.

Curacao, .../.../ 2026, acknowledged and agreed to by the renter:

name and signature