

## General terms and conditions car rental

In these terms and conditions, the following is meant by **Renter**: the natural person and **Owner**: Auto Roméo BV, also trading under the name Cabrio Rent Italia, Chamber of Commerce no. 59211835, located in Nootdorp (NL), who are concluding the car rental agreement; **damage**: the damage the Owner suffers directly or indirectly as a result of: damage or loss of the vehicle or accessories or parts thereof. This damage includes but is not limited to the costs of recovery or replacement of the vehicle and the resulting loss in rental income; damage done with the vehicle to a person/persons or goods, for which the Owner, license plate holder or liability insurer of the vehicle is liable; **Driver**: the actual driver of the vehicle.

**Article 1:** Determination of the rental price and rental term. The rental agreement will be concluded for the period and the rate as stated in the rental agreement or otherwise agreed in writing. Only with explicit permission from the Owner is the Renter permitted to return the vehicle at a different hour than agreed upon with the Owner. In any case, the Renter will remain liable for any damage that was inflicted until the time when the vehicle is actually returned to the Owner and the Owner has it inspected or has inspected it.

**Article 2:** Extension of the rental term. Renter commits to return the vehicle at the latest on the date and hour that the agreement terminates at the address stated in the rental agreement, unless extension of the rental agreement has been agreed upon in advance.

**Article 3:** Exceeding of the rental term. If the vehicle has not been returned to the Owner within the rental term, extended or not, stated in the rental agreement or with permission from the Owner has been returned to a third party, the Owner is entitled to immediately take back the vehicle. The obligations of the Renter resulting from this agreement remain applicable until the time that the vehicle is once again in possession of and inspected by the Owner, understanding that the Renter after the expiration of the rental term up until the moment the vehicle has been returned to the Owner is due an amount of € 250,- (excl. VAT) per day, on top of the rental price, for which part of a day will count as one day, without prejudice to the obligation of the Renter to compensate any damaged suffered by the Owner.

**Article 4:** Cancellation. If an agreement is cancelled, the Renter is due the following cancellation costs: in case of cancellation up until day 42 (excluding) prior to the day of rental: the deposit with a maximum of 25% of the rental price; upon cancellation from day 42 (including) until day 28 (excluding) prior to the day of rental: 35% of the rental price; upon cancellation from day 28 (including) until day 21 (excluding) prior to the day of rental: 40% of the rental price; upon cancellation from day 21 (including) up until day 14 (excluding) prior to the day of rental: 50% of the rental price; upon cancellation from day 14 (including) up until day 5 (excluding) prior to the day of rental: 75% of the rental price; upon cancellation from day 5 (including) up until the day of rental: 90% of the rental price; upon cancellation on the day of rental or later: the full rental price.

**Article 5:** Payment. The debts of Renter are debts payable at the address of the Owner. At least 10 days prior to the rental term, the rental price and deposit must be paid. The deposit regarding policy excess will be returned within 10 days, if no damage has been inflicted to the car, the car was returned within the rental term and the car was inspected and deemed in order. In case of any damage, the deposit regarding policy excess will not be returned until it is clear that the size of the damage does not exceed the amount of the policy excess, after which the deposit covering policy excess minus the damage will be returned. Owner is at all times, both at the start of the rental term and for any extension thereof, entitled to request payment security or an order of payment by credit card from the Renter. This authorisation is irrevocable. If the Renter, even after an injunction, remains in default of payment, he is furthermore obliged to compensate any extrajudicial costs. Extrajudicial costs are all costs the Renter makes inside or outside the court for the recovery of the amount due with a minimum of 15% of the amount due or, if the amount due is less than € 500,- (excl. VAT), at a minimum of € 75,- (excl. VAT).

**Article 6:** Costs connected to the use of the vehicle. During the rental term, costs connected to the use of the vehicle, for instance, toll, fuel costs, cleaning and parking, are at the expense of the Renter. These costs include fines, tickets etc. imposed during the rental term.

**Article 7:** use of the vehicle. Renter is obliged to return the car to the Owner in the same condition he received the car. As proof of the condition of the car, the form applies as drawn up by the Owner in presence of the Renter regarding the condition of the car. Only persons indicated as driver - also the Renter - in the rental agreement can drive the vehicle. The Renter is not permitted to put the vehicle at the disposal of another person that is not stated as a driver in the rental agreement, unless otherwise agreed in writing and who is at least 30 years of age and with valid driving license.

Renter should safeguard that all drivers possess the necessary authority and physical and mental condition required for driving a car. The Renter is not permitted to rent out the vehicle. The Renter is not permitted to connect the Owner to third parties or to make it appear as such. If the Renter loses control of the vehicle, the Owner should be notified immediately. The Renter is not permitted to take hitchhikers in the vehicle, to use the vehicle for driving lessons or to use the vehicle for rallies, matches, speed tests, driving skill tests or reliability tests. The Renter is not permitted to take the vehicle outside of the borders of the European Union. The renter is required to check the oil and tyre pressure regularly. Renter is required to use the fuel intended for the vehicle. In case of damage to or failure of the vehicle, the Renter is not permitted to use the vehicle if this could result in exacerbating the damage or the failure, or if this should endanger road safety. In case of any event from which damage could result or has resulted, Renter is obliged to immediately notify the Owner by phone, to follow the instruction of the Owner, to warn the police at the scene, to provide the Owner or their insurer with all unasked or demanded information and all documents that relate to the incident and to submit a completed and signed damage claim form within 48 hours to the Owner, to withhold from acknowledging guilt in any form, to not abandon the vehicle without having protected it reasonably against the risk of damage or loss, as well as to fully cooperate with the Owner and any persons appointed by the Owner for the acquisition of compensation of third parties or as defence against claims from third parties. Renter is obliged to impose the obligations and prohibitions of this article to the driver, passengers and all other users of the vehicle and to supervise its compliance.

**Article 8:** damage liability of the Renter. Unless otherwise stated in the damage registration drawn up upon departure, Renter is required to have received the vehicle without visible defects or damage. Renter is liable for all damage incurred as a result of any event during the rental term or otherwise related to the renting of the vehicle, taking into account the following up to the maximum amount of the agreed upon deposit, unless the damage was a result of gross negligence or intent of the Renter, such as driving under the influence, failure to observe traffic rules etc. and the liability insurance (Wettelijke Aansprakelijkheidsverzekering) that was concluded for the vehicle does not cover on the basis of violation of any provision from the policy conditions, which are available for review with the Owner. These policy conditions will be sent to the Renter for free at the first request. Renter is liable for damage incurred as a result of loss of the vehicle, which damage is equal to the replacement value of the vehicle, or the keys belonging to the vehicle, or the documents belonging to the vehicle (such as vehicle registration and travel documents). Furthermore, Renter is liable for damage resulting from a one-sided accident. If the damage is the result of any damage incurred with or by the vehicle and is not covered by any insurance and the Renter is deemed liable, the Renter is required to compensate the Owner for this damage plus all other damage the Owner should suffer. In case of damage, the costs of repatriation of the vehicle are at the expense of the Renter. If the vehicle is returned with non-drivable damage or considerable visual damage, at the discretion of the Owner, in addition to the repair costs an amount will be charged of one day's rent for every day within the period in which the vehicle cannot be rented due to this reason. If the vehicle due to theft or total loss needs to be replaced, the number of days needed to replace the vehicle will apply.

**Article 9:** Repairs and maintenance. The costs for repairs and maintenance that become necessary during the rental term will be charged to the Owner, unless these costs are at the expense of the Renter pursuant to these conditions, provided that permission was granted by the Owner to perform the repairs - maintenance will be taken care of by Owner *before* releasing the vehicle. The costs of replacement or repair of a flat tyre, excessive damage to the tyres or any damage to the windows will be at the expense of the Renter at all times, even if the deposit does not cover this.

Without prior permission of the Owner, no repairs may be performed that will come at the expense of the Owner. Maintenance and repairs should be performed at the company of the Owner. If this is reasonably not possible, the work, taking into account abovementioned statements, should be performed by a garage that belongs to the dealer network of the importer of the relevant brand. The Renter is required to provide the Owner with a quote. The costs for the repairs instructed by the Renter that are performed with permission of the Owner and which permission should be confirmed by email, a text message or any other similar way, will be compensated by the Owner after submission of a specified invoice and proper confirmation of payment. In case of repairs, at the request of the Owner, Renter should hand in the replaced items with the Owner. Any (to be) replaced damaged parts remain property of the Owner. The damage estimate and any repairs will occur with a certified appraiser, at the Owner's discretion.

**Article 10:** Technical defects of the vehicle. If driving the vehicle is no longer possible due to the malfunctioning of the vehicle, the Renter is required at all times to contact the Owner first after which will be discussed how to proceed by mutual agreement. The vehicle is insured with ANWB Road Side Assistance Abroad (ANWB Wegenwacht Service Buitenland). If possible, at the discretion

of the Owner, the Owner will provide repairs at the scene or a replacement vehicle. If this is not possible, you will need to call the ANWB Emergency Centre after discussing this with the Owner: +31 88 269 1464. If even the ANWB does not succeed in repairing the vehicle within 48 hours and if it is not possible and/or irresponsible to drive, the ANWB will provide a replacement vehicle, to enable you to continue your journey.

**Article 11:** Government-imposed sanctions and measures. All sanctions and consequences of measures that relate to having or using the vehicle by the Renter imposed by government will be at the expense of the Renter, unless these relate to a malfunctioning that was already present at the beginning of the rental term or if the sanctions relate to circumstances that are within control of the Owner. If these sanctions and measures are imposed on the Owner, the Renter is obliged to indemnify the Owner at their first request, for which the Renter will be due the additional administrative costs, with a minimum of € 100,- (including VAT). Owner is required to limit the costs as much as possible. If Owner relating to any behaviour or neglect from the Renter, such as traffic violations, provides information to the authorities, the Renter is obliged to compensate the relating costs, with a minimum of € 10,- (including VAT). If desired, the Renter will receive a copy of the official document with which the sanction was imposed.

**Article 12:** attachment of the vehicle through the fault of the Renter during the rental term. In case of administrative, civil or criminal attachment of the vehicle, the Renter remains obliged to comply with the obligations from the rental agreement, including the payment of the rental price, up until the moment the vehicle is free of attachment and returned to the Owner. Renter is obliged to indemnify the Owner for all costs resulting from the attachment.

**Article 13:** Termination of rent. Owner is entitled to terminate the rental agreement without notice or judicial intervention and to take possession of the vehicle again, without prejudice to their right of compensation of costs, damage and interest, if it appears that the Renter during the rental term did not comply (completely or in time) with one or more obligations from the rental agreement, if the Renter dies, is placed under legal restraint, requests suspension of payment, is declared bankrupt, the Natural Person Debt Rescheduling Act is declared applicable to him, he or she changes their domicile or registered office abroad, the vehicle is attached, or if the Owner during rental term receives knowledge of the existence of circumstances that are of such nature that if the Owner had been aware of this, he would not have entered into the agreement. Renter will grant full cooperation to the Owner to enable him to take back possession of the vehicle.

**Article 14:** Liability of the Renter for behaviour or neglect by others. Renter is liable for any behaviour and neglect of the driver, passengers and other users of the vehicle, even if they did not have permission from the Renter. Owner can never be held liable for the consequences of damage to goods transported with the vehicle, however they may have originated. Renter is deemed to conclude insurance for that purpose.

**Article 15:** Processing of personal information of the Renter and driver. Personal information stated in the agreement will be considered the person responsible within the meaning of the Data Protection Act processed in personal data. Based on this processing, the Owner can perform the agreement, provide Renter or driver with optimum service and up-to-date product information and provide personalised offers to Renter or driver. Renter or drivers can object with the Owner to the processing of their information with respect to direct mailing, which will be honoured.

**Article 16:** Applicable law. The rental agreement is subject to Dutch law at all times. If the case should be submitted to a different court than the district court, the only authorised court will be the competent court where the Owner has its registered office, unless the Renter within a month after the Owner has appealed in writing to this article makes known in writing to prefer settlement by the legally competent court.

**Article 17:** Additional conditions. Additional costs for Renter: returning vehicle without full fuel tank: € 100,--. Returning vehicle unclean: € 35,--. Smoking inside the car will result in a € 85,-- additional charge. Returning vehicle too late: € 250,-- excluding VAT per day. Upon stating so-called burnout, a minimum of € 500,-- will be charged, plus any costs for repairs. NB: for bookings, we use the online check-up system Helena / Crimimail, also referred to as a 'black list'. We reserve the right to refuse or cancel made bookings if the name or the address is registered in this system. If this is the case, we will always (try to) inform you by phone or email.