



Article 1: Determining of the rental price and the duration of the rent

1. There in these provisions where amounts in US dollars are mentioned, the equivalent in Surinamese guilders should be read as well in place of those;
2. The payment of the rental price as well as of the deposit money should be cash in US dollars. The rental agreement is concluded for the period and the tariff that is mentioned on the rental agreement or for what otherwise has been agreed on paper. Only after the renter grants permission, the customer may bring back the vehicle at a time when the renter is not open. In this case the customer remains responsible for all damage caused till the time at which the renter actually received the vehicle and has inspected it or has let it be inspected;
3. The determining of the number of kilometers driven happens on the basis of the odometer. If the odometer breaks down, the renter should immediately be notified of this.

Article 2: Extension of the period of rent

The customer has to return the vehicle at the day and the time at the very latest that the agreement ends, at the company and the address mentioned in the rental agreement unless one agreed beforehand that the rental agreement would be extended. The extension of the period of rent should be done 48 hours before the ending of the rental agreement.

Article 3: The exceeding of the period of rent

If the vehicle is not handed in within the in the rental agreement mentioned, possibly extended, period at the renter or with permission of the renter is handed in at a third party, the renter has the right to immediately take back the vehicle. The obligations resulting from this rental agreement remain valid till the moment that the vehicle is in the possession again of the renter on the understanding that the customer pays an amount of US \$ 50,- a day (VAT excluded) on top of the rental price at which part of a day is considered as a day, without prejudice to the obligation of the customer to compensate the renter for losses suffered. This increase with US \$ 50,- a day does not have to be paid when the customer proves that the exceeding of the term of rent is the result of a defect for which he cannot be held responsible, like a technical defect of the vehicle that was already present in rudimentary form when the rental agreement was concluded.

Article 4: Annulment

Annulment of the rental agreement is not possible unless it was agreed otherwise on paper.

Article 5: Payment

1. The debts of the customer are amounts that have to be paid to the renter. Before the start of the period of rent, advance payment of the rental price as well as of the payment of the deposit money can be demanded. If the amount that has to be paid in advance exceeds the rental price, this is also a compensation for all the other amounts that the customer possibly has to pay to the renter. The deposit money of the own risk is not returned before the car is handed in. In case of damage the deposit money of the own risk is only returned when it is clear that the proportions of the damage do not exceed the amount of the own risk after which the deposit money of the own risk minus the damage is returned.
2. The renter has at all times, at the conclusion of the rental agreement as well as at the possible extension of it, the right to demand payment or demand a payment order per credit card of the customer. Such an authorization is irrevocable.
3. The payment, unless it was agreed otherwise, should immediately be effectuated after the ending of the term of rent. If the customer does not pay on time, he is legally in default. From the date of default, the customer has to pay 2% interest over the unpaid amount a month at which part of a month is also a month.
4. If the customer after an injunction as well fails to pay the indebted amount, he has to pay collecting fees. Collecting fees are all costs that the renter makes or not at the collection of the indebted amount with at least 15% of the indebted amount with a minimum of US \$ 75,- (VAT excluded) without prejudice to the right of the renter to demand most of the demonstrable costs made.

Article 6: Costs attached to the use of the vehicle

During the period of rent, the customer has to pay the costs attached to the use of the vehicle like tollage and expenses for fuel, cleaning and garaging.

Article 7: Use of the vehicle

1. The customer should carefully handle the vehicle and should use the vehicle in accordance with its purpose.
2. The customer should return the vehicle in its original condition at the renter.
3. Only persons who are indicated in the rental agreement as driver – possibly also in the capacity of customer – may drive the vehicle.
The customer is not allowed to put the vehicle at the disposal of a person who is not indicated as driver on the front page of the rental agreement.
4. The customer should see to it that all drivers are able to drive the vehicle and have the physical and mental constitution which is required for driving the vehicle.
5. The customer may only rent the vehicle out again after written permission of the renter.
6. The customer is not allowed to link up the renter to third parties or to make it appear like that.
7. If the customer loses control over the car, he should notify the renter immediately (telephonically).
8. The customer is not allowed to take pickups or animals along in the vehicle, to use the vehicle for driving lessons or to hold games, speeding tests, driving ability tests or reliability runs with it.
9. The customer is not allowed to bring the vehicle out of Suriname, unless it was agreed otherwise on paper with the renter.
10. The customer is prohibited to go with the vehicle to the interior and/or to go on bauxite and laterite roads with the vehicle. The body-insurance of the vehicle also expires for the period that the customer stays in the interior. If the customer still goes with the vehicle to the interior, the customer will have to pay a fine of US\$250,- to the renter and he will be held responsible for all damage and other costs that were caused by the stay in the interior.
11. The customer should keep (should make kept) all the liquids and the tire pressure at the required level and should present the vehicle for service in accordance with the service scheme of the vehicle and in conformity with what is determined in the second paragraph of article 9;
12. The customer should return the car when it is clean and when it is tanked up with fuel. At non-observance of this obligation, the cleaning and fuel expenses are charged as well as a fine of US \$ 25,-.
13. The customer should tank up the vehicle with suitable fuel.
14. In case of damage or a defect at the vehicle, the customer is not allowed to use the vehicle when that can lead to the worsening of the damage or of the defect or can lead to the diminution of the traffic safety.
15. In case of an occurrence from which damage can result, the customer is obliged:
 - to notify the renter immediately of this telephonically, and follow the instructions of the renter;
 - to notify the police;
 - to give, when asked or when not asked, all information and all documents which relate to the occurrence, to the renter or to its insurer;
 - to give within 24 hours a fully completed and signed damage claim form to the renter;
 - to refrain from acknowledging guilt in whatever form;
 - to refrain from leaving the vehicle somewhere without having duly protected it against the risk of damage or loss;
 - to grant the renter and persons appointed by the renter all asked co-operation in order to get damages from third parties or in order to defend oneself against claims of third parties.
16. The customer is obliged to enforce the obligations and prohibitions of this article on the driver, the passengers and other users of the vehicle and he must see to the observance of the obligations and prohibitions.



Article 8: Liability of the customer for damage

1. Unless it is indicated otherwise in the damage registration which was made up when the vehicle was rented out, the customer is expected to have received the vehicle without visible defects or damages.
2. The customer is responsible for all damage which was caused because of an occurrence during the period of rent or which otherwise has to do with the rent of the vehicle, with due regard for what follows.
3. If there was an own risk agreed in the rental agreement, the liability of the customer for damage is limited per claim to the amount of the own risk unless:
 - the damage was caused during or because of acting or refraining, contrary to article 7;
 - the damage was caused with the approval of or with the intention of or by gross fault of the customer;
 - the vehicle was rented out to a third party, even if the renter consented to this;
 - it concerns damage because of some harm caused to third parties by or with the vehicle and the Third-party insurance which was concluded for the motor vehicle, does not cover on the basis of a provision from the terms of the insurance policy. One can have a look at the terms of the insurance policy at the renter;
 - the damage was caused because of the fact that the vehicle got lost and because of the fact that the car keys pertaining to the vehicle or the control of the alarm system or the documents that pertain to the vehicle (like the vehicle registration certificate and the insurance certificate) were not handed in at the renter.
4. If by virtue of an insurance agreement which was concluded obligatorily or not by the renter against the risk of damage to the body or against the risk of third-party liability, a remittance is given to the renter or to a third party, it leaves the liability of the customer intact.
5. If the damage is the result of any harm that has been inflicted with or by the vehicle, the proportions of it is determined beforehand on the amount of the damages that are paid to the directly aggrieved party possibly increased with other damage from the renter.
6. The damage that results from the fact that it is not possible to rent out the vehicle during the period of repair or replacement, is determined beforehand on the number of days needed for the repair or replacement of the vehicle, multiplied with the rental price a day, deducted with 10% in conjunction with the saving of variable costs.

Article 9: Repairs and service

1. The costs of repair and of service which are necessary during the period of rent, have to be paid by the renter unless these costs by virtue of a provision of this contract or by the law have to be paid by the customer.
2. Service and repair should be carried out in the company of the renter.

Article 10: Technical defects on the car

1. If one cannot drive further with the vehicle because it is impossible due to a defect on the vehicle that was already present in rudimentary form at the start of the rent, the customer is entitled to another vehicle according to the valid arrangement at the renter. If further driving is impossible due to any other cause, the customer is not entitled to another vehicle. The renter is not responsible for other consequences of the impossibility to drive further.
2. For the consequences of damage of goods that were transported with the vehicle, no matter how it was caused, the renter is never responsible. The customer will have to take out insurance for these goods even if the customer is the consumer as well.

Article 11: Sanctions and measures imposed by the government

All sanctions and consequences of measures which in conjunction with having the vehicle at one's disposal or in conjunction with using it, are imposed by the government unless they have to do with a defect that was already present at the start of the rent. If these sanctions and measures are enforced on the renter, the customer is obliged to indemnify the renter at its first request at which the customer pays the collecting fees or not, with a minimum of US \$ 25, - (VAT excluded). If the renter in conjunction with any behavior or refraining from the renter, like a traffic offence, has to give information to the authorities, the customer should pay the costs connected with this, with a minimum of US \$ 10, - (VAT excluded).

Article 12: Seizure of the vehicle

In case of administrative, civil or criminal seizure of the vehicle, the customer has to observe the obligations of the rental agreement, among which the payment of the rental price, till the moment on which the vehicle will be no longer seized and will be in the possession of the renter again. The customer has to indemnify the renter all the costs that result from the seizure.

Article 13: Annulment of the rent

The renter has the right to annul the rental agreement without proof of default or court settlement and has the right to have the vehicle at its disposal again without prejudice to its right to compensation of costs, damage and interest if it turns out that the customer does not comply with one or more of the obligations of the rental agreement in time or fully during the period of rent, if the customer dies or is placed under legal restraint, if he applies for a moratorium or is declared in state of bankruptcy, if he moves or moves his domicile to the exterior, if his vehicle is seized or if the renter observes the existence of circumstances during the period of rent which are of such a kind that if the renter had been informed about them, it would not have concluded the rental agreement. The customer will co-operate fully with the renter in order to give the renter back its vehicle.

Article 14: Liability of the customer for behavior or negligence of others

The customer is responsible for the behavior and negligence of the driver, the passengers and other users of the vehicle even if they did not have the consent of the customer.

Article 15: Law applicable

The Surinamese law is at all times applicable to this rental agreement.

Definitions:

In these terms:

With vehicle is meant: the vehicle that is the object of the rental agreement;

With customer: the natural person or legal person who/which concludes the rental agreement as the customer;

With renter: the natural person or legal person who/which concludes the rental agreement as the renter;

With consumer: the customer who is a natural person and who has not concluded the rental agreement for the practicing of his profession or the managing of his company;

With damage: the damage to its property that the renter suffers in a direct or indirect way as the result of:

- damage or loss of the vehicle or things that pertain to it or parts of it, or damage to another object of the renter. To this damage pertain among other things the costs for repair or replacement of the vehicle and the resulting loss of income from the rental price;
- harm inflicted on a person with or by the vehicle for which the renter, the holder of the number plate or the liability insurer of the car, is responsible.

With driver: the actual driver of the vehicle

With interior: bauxite and laterite roads