

Roelofsen4rent General Operational Lease Conditions V24.1

Thank you for choosing Roelofsen4Rent. Below please find the terms and conditions you must agree to when you rent a two-horse truck/Parados from Roelofsen4Rent. Please feel free to ask any questions by:

Mail 4rent@roelofsen.eu

Phone 0031 - (0) 572 - 356929

Terms used in these terms and conditions:

Renter refers to the person who enters into the rental agreement, who may be a natural person or a legal entity;

Consumer refers to the same person as the renter. This person is called 'consumer' if it is a natural person who has not entered into the rental agreement in the exercise of a profession or on behalf of a company;

Driver refers to the actual driver of the vehicle;

Vehicle refers to the vehicle you are renting;

Lessor refers to Roelofsen4Rent;

Lessor's loss refers to the property damage suffered (directly or indirectly) by the Lessor as a result of:

- Damage (this includes a condition of the vehicle or its parts that does not fit normal wear and tear);
- Loss of the vehicle or accessories or parts of the vehicle or any other property of the lessor. Such loss includes the cost of replacement of the vehicle and loss of rental income;
- Damage/loss caused by the vehicle to a person, for which the lessor, the registration holder or the car's liability insurer bears liability.

Article 1: Determination of the rental price, other costs and term of the lease

The rental agreement is valid during the period and rate stated in the rental agreement or otherwise agreed in writing.

The renter shall return the vehicle within Roelofsen4Rent's opening hours. The renter may return the vehicle outside opening hours only with the lessor's written permission. In that case, the renter continues to bear liability for all loss incurred up to the time the lessor has received the vehicle and inspected it or caused it to be inspected.

The odometer shows the number of kilometres travelled by the renter. If the odometer fails during the rental period, the renter shall immediately report this to the lessor.

Cost of preparation, collection and delivery, refuelling costs, cleaning and administration may be charged to the renter, which the renter will first be informed of by the lessor.

Article 2: Payment and deposit

The renter pays the rental price before the start of the rental period, including the deposit (with respect to the excess). The deposit will be returned to the renter upon return of the vehicle. Any additional kilometres travelled will be deducted from the deposit.

If any damage is caused during the rental period, the extent of the damage will be assessed first. Subsequently, no more than the deposit less the amount of the damage will be returned to the renter.

Article 3: Extension of the rental period

The renter shall return the vehicle to the lessor (or the company and address mentioned in the rental agreement) no later than the day and time the agreement ends, unless an extension of the rental agreement has been agreed before that time.

Article 4: Exceeding the rental period

If the vehicle has not been returned to the agreed place at the agreed time (see article 3), the lessor may take the vehicle back immediately. Each vehicle contains a GPS system that allows the lessor to see the vehicle's location.

The rental price of the rental agreement will continue to apply up to the moment the lessor returns the vehicle, plus €50 per day (excl. VAT) on top of the rental price. This means that for every day the vehicle is returned late to the lessor, the renter pays the price of one day's rental plus €50 per day (excl. VAT). Part of a day applies as one day.

The renter is exempt from the €50 per day increase if he can demonstrate that the rental period was exceeded as a result of force majeure.

Besides these rules, the lessor may charge costs as compensation for loss suffered by the lessor. For example, because the vehicle could not be rented to another renter due to late return.

Article 5: Cancellation

1. If the renter cancels the rental, the renter shall be due payment of the following cancellation fees:
 - If cancelled up to 48 hours before the time of booking: 50 per cent of the total reservation
 - If cancelled up to 24 hours before the time of booking: 100 per cent of the total reservation

If the renter fails to collect the vehicle ('no show'), the renter will be due payment of the full rental price.

If, for example, the vehicle cannot be picked up or if the driver cannot show a valid driving licence, this applies as a 'no show' and the renter will be due to pay the full rental fee.

If the renter cancels outside office hours, the lessor will consider this as reported on the next working day.

In case of force majeure (injury of the horse, cancellation of the competition) the cancellation fee may be waived. The Roelofsen4Rent staff will assess this for each individual situation. The renter will need to provide a fair proof at the least.

Article 6: Costs associated with the use of the vehicle

Costs are associated with the use of the vehicle. For example, tolls, fuel costs, cleaning and parking fees. These costs must be paid by the renter. Any fines will also be paid by the renter. The lessor may charge an administration fee for passing on the above costs.

Any additional kilometres travelled (more than the number of kilometres specified in the rental agreement), shall be paid by the renter after the rental period, at the rate specified in the agreement. Any additional kilometres travelled will be deducted from the deposit.

In case a replacement vehicle is provided by the lessor, the lessor will add the kilometres travelled with the vehicle to the number of kilometres travelled with the first vehicle.

Article 7: Use of the vehicle

The renter shall return the vehicle to the lessor in its original condition.

The renter undertakes to impose all the duties and prohibitions of this article on the drivers, passengers and other users of the vehicle and shall ensure that they are complied with.

The renter will handle the vehicle with due care and use the vehicle as intended and for its intended purpose.

The renter shall fill the vehicle up with fuel appropriate for the vehicle.

In the event of damage or a defect in the vehicle and use of the vehicle may worsen it or may reduce road safety, the renter will not use the vehicle.

The renter/driver shall use a mobile (smart) phone only fully hands-free. Otherwise, the renter/driver will be legally and financially responsible for all damage to the vehicle and to third parties, as well as for possible consequential loss and the forfeiture of the excess.

The renter will properly secure extra loads, such as a saddle box or wheelbarrow.

Only persons listed in the rental agreement as drivers - possibly also as renters - may drive the vehicle. The renter may therefore not provide the vehicle to a person not listed as a driver in the contract. An additional driver must be requested in writing from Roelofsen.

The renter must check that all drivers are competent to drive the vehicle and have the physical and mental condition to drive the vehicle.

If, for any reason or cause, the vehicle is no longer under the renter's control, the renter shall immediately notify the lessor.

For any criminal offence committed during the rental period and in any way related to the use of the vehicle, the renter shall bear liability as if he was the owner of the vehicle.

The renter shall remain within the country of rental with the vehicle, unless otherwise agreed in writing with the lessor.

The vehicle is fitted with track and trace equipment. These data are retained encrypted and cannot be viewed by third parties, but can be used by the lessor as evidence in case of accidents and law violations.

The renter shall ensure that all fluids and tyre pressure maintain the required level and, if necessary, provide the vehicle to the lessor for regular maintenance.

In particular, using the vehicle under any of the following circumstances or for any of the following purposes is not permitted:

- Under the influence of alcohol, drugs or other types of narcotics or medicines that may impair responsiveness;
- For transport of flammable or dangerous goods, or toxic, corrosive, radioactive or other harmful substances;
- For transport of items that by their smell or condition will cause damage to the vehicle or that will cost the lessor time or money to get the vehicle ready for rental;
- For transport of live animals (except pets - horses and ponies), apart from this, the renter needs prior permission from the lessor;
- For re-letting to or use by others;
- For passenger transport, on a rental or fee basis;
- For conducting car-driving lessons;
- On unpaved roads or roads where (the state of maintenance of) the road surface may cause danger to the wheels, tyres or the mechanism of the bottom of the vehicle;
- For intentionally committing an offence;

- If the goods and luggage carried in the vehicle (or their packaging and means of storage), damage the vehicle or put the occupants at risk.

In the event of an event that could cause damage, the renter is obliged:

1. to notify the lessor immediately by telephone;
2. to observe the lessor's instructions;
3. to alert the police at the scene;
4. to provide all information and documents relating to the event to the lessor or its insurer, whether or not at request;
5. to present a fully completed and signed claim form to the lessor within 48 hours;
6. in no way to admit guilt;
7. not to leave the vehicle without having protected it against the risk of damage or loss;
8. to provide the lessor and persons designated by the lessor with any requested cooperation to enable them to obtain compensation from third parties or to defend themselves against third-party claims.

The renter is liable for any consequences of late or incomplete action with regard to reporting theft or damage. Should there be no compensation from the insurance company due to late reporting, the costs will be borne by the renter.

Returning the vehicle

The renter shall return the vehicle on a full fuel tank. If not, the lessor will charge for the deficit amount of fuel and refuelling, according to the rates in the country of rental. The cost may be higher than at a local petrol station.

The renter must return the vehicle in a clean condition: the floor and walls of the horse area must be cleared from faeces, hay, straw or sawdust. In failure, €100 (incl. VAT) will be charged by the lessor. If the cleaning costs exceed the fee, the renter will also be charged for the additional costs. The staff member to whom the vehicle is returned will assess this for each individual situation.

The renter must also leave the cabin clean: no excessive dirt or animal hair on the seats and the floor covering and glove compartments must be free of rubbish. In failure, €50 (incl. VAT) will be charged by the lessor. If the actual cleaning costs exceed the fee, the renter will also be charged for the additional costs. The staff member to whom the vehicle is returned will assess this for each individual situation.

Article 8: Liability of the renter for damage

If at the beginning of the rental period, the renter and the lessor have not drawn up a report of any damage on the vehicle, both parties assume that the renter has received the vehicle in an undamaged condition.

The renter bears liability with regard to all damage during the rental period or otherwise related to the rental of the vehicle. Damage caused by the horse to the interior or exterior of the vehicle is not covered by the insurance and is the renter's financial responsibility.

Theft of loose items from the vehicle is not covered by motor insurance. Any compensation depends on the renter's contents insurance. The lessor bears no liability for compensation in case of theft.

In the event of damage, the renter will owe the excess stated in the rental agreement. This does not apply if the damage is fully compensated by a third party.

If the drivers include persons under the age of 24, the renter will pay the double excess amount.

For each claim, the renter shall pay an amount up to the excess, unless:

- The damage was caused during or as a result of acts or omissions contrary to Article 7;
- The damage was caused by using the vehicle on unpaved terrain, or on terrain for which the vehicle is manifestly unsuitable, or of which the renter or driver was notified that entering it was at his own risk;
- The damage was caused with the consent of, or by intent or gross negligence of, the renter;
- The vehicle was re-let to a third party;
- The damage was caused by the fact that the vehicle, and/or its car keys or documents (such as the registration certificate and border documents) got lost;
- The damage results from the transport, storage, loading and unloading of hazardous, explosive, flammable, oxidising or toxic substances.

There is one situation where a different excess amount may apply:

- Damage caused by incorrectly estimating the height of the vehicle (e.g. entering an underpass at a tunnel or viaduct).

The adjusted excess amounts are:

- up to €1,500 for a renter who is a consumer;
- up to €5,000 for a renter who is not a consumer.

Damage resulting from the impossibility to provide the vehicle for rent during the period of repair or replacement shall be determined in advance at the number of days involved in repair or replacement of the vehicle, multiplied by the rental price per day, less 10% for savings in variable costs.

In the event of damage abroad, the lessor will pay the costs of bringing the vehicle back, subject to a circumstance mentioned above under 'For each claim, the renter shall pay an amount up to the excess, unless:'.

Article 9: Repairs on the vehicle

Minor repairs are paid for by the renter, unless they are necessary due to the lessor's default.

Repairs shall be carried out at the lessor's premises. If this is not reasonably possible, the work shall be carried out by a workshop within the dealer network of the importer of the relevant make. Permission from the lessor is required before the renter presents the vehicle for repairs.

If a periodic inspection or an inspection is necessary, the renter will provide the vehicle at the first request of the lessor.

If the vehicle is stolen, or damaged to the extent that insurers feel repair is no longer worthwhile or possible, the contract will be terminated.

Article 10: Vehicle defects and lessor's liability

A defect in the vehicle not related to negligent maintenance does not constitute a defect.

The lessor only needs to remedy defects if he was aware or ought to have known about such defects when entering into the rental agreement, if it is reasonably possible to make any such repairs and this does not require an expenditure that can reasonably be expected of the lessor in the circumstances.

In the case of defects, the renter is entitled to a reduction of the rent only if the renter was aware or ought to have known about the defects when the rental agreement was concluded.

The lessor is only liable for damage due to defects if he was aware or ought to have known about the defects when entering into the rental agreement.

Article 11: Government-imposed sanctions and measures

The renter shall pay all sanctions and consequences of measures imposed by the government with respect to having or using the vehicle, unless these are related to a defect in the vehicle that was already present at the start of the rental.

If these sanctions and measures are imposed on the lessor, the renter shall indemnify the lessor on the first request. The renter shall additionally owe the costs of collection in and out of court, with a minimum of €25 (excluding VAT).

If the lessor (due to any conduct or omission by the renter, such as a traffic violation) provides information to the authorities, the renter shall reimburse the associated costs, with a minimum of €10 (excluding VAT).

Article 12: Attachment of the vehicle

If an administrative, civil or criminal attachment is levied against the vehicle, the renter shall still fulfil the obligations of the rental agreement, which includes payment of the rental price including surcharges. This applies up to the moment the vehicle is returned to the lessor free of attachments. The renter shall compensate the lessor for all costs resulting from the attachment.

Article 13: Dissolution of the rental agreement

The lessor may terminate the rental agreement without notice or judicial intervention and repossess the vehicle (without affecting the lessor's right to compensation for costs, damages and interest) in the following cases. The renter will in that case fully cooperate to regaining possession of the vehicle for the lessor:

- The renter does not (or will not) fulfil one or more of the obligations of the rental agreement during the rental period, in time or in full;
- Upon the renter's death;
- The renter is placed under legal restraint, applies for suspension of payments, is declared bankrupt, the Natural Persons Debt-Rescheduling Act is declared applicable with regard to him;
- The renter moves his residence or place of business abroad;
- The vehicle is attached; dissolution applies from the moment the vehicle is returned to the lessor free of attachments.
- The renter's circumstances during the rental period appears to be such that had the lessor known about them, he would not have entered into the rental agreement.

The lessor is not liable for any loss resulting from dissolution of the rental agreement.

Article 14: Renter's liability for acts or negligence of third parties

The renter is liable for behaviour and negligence of the driver, passengers and other users of the vehicle, even if they did not have the renter's consent.

Article 15: Applicable law, competent court

The legal relationship between the parties is exclusively governed by Dutch law. Any disputes shall be adjudicated by the court of the district in which the lessor is located.

Article 16: Online booking

A booking online shall not immediately be binding. The lessor first checks whether the desired vehicle is available. The lessor will then send a binding confirmation or cancellation to the renter. The lessor shall at all times reserve the right not to issue the rental car.

Article 17: Processing personal data

When you rent a vehicle from us, we store some personal data. This is required with regard to the lessor's statutory obligation for the insurance of the rental car and in case of traffic violations. The lessor keeps these data for one year as a standard, and subsequently it can be deleted upon request. The personal data are encrypted and stored in a secure environment.

Each vehicle contains a GPS system that allows the lessor to see the location of the vehicle. These data are retained encrypted and cannot be viewed by third parties, but can be used by the lessor as evidence in case of accidents and law violations.

At the request of the police or another official body, Roelofsen4Rent may be obliged to transfer the renter's personal data, which shall take place according to the data-protection laws of the country where the rental takes place.

Name Renter:

Signature: