

## **GENERAL TERMS AND CONDITIONS FOR THE RENTAL OF PERSONAL WATERCRAFT**

### **ARTICLE 1 - APPLICABILITY OF THESE TERMS AND CONDITIONS**

- 1.1 These Terms and Conditions apply to each offer made by Chichi Jetski and to each agreement concluded between Chichi Jetski and Renter for the rental and/or use of Personal Watercraft. These General Terms and Conditions will be sent to Renter at the time of concluding the agreement and be made available digitally to all renters together with the safety instructions.
- 1.2 The General Terms and Conditions can be downloaded and saved.

### **ARTICLE 2 - DEFINITIONS**

In these Terms and Conditions, the following definitions apply:

- 2.1 *Chichi Jetski*: the company called Chichi Jetski, listed in the Trade Register of the Chamber of Commerce under number 146563, which concludes an agreement with a renter for the provision of Personal Watercraft against payment of a rental fee.
- 2.2 *Renter*: a natural or legal person who concludes an agreement with Chichi Jetski for the use of Personal Watercraft, whether or not against payment of a rental fee. Any person using Personal Watercraft of Chichi Jetski as a rider or as a passenger concludes an agreement with Chichi Jetski by using the Personal Watercraft. Wherever reference is made to Renter in these Terms and Conditions, this will mean any person using Personal Watercraft of Chichi Jetski.
- 2.3 *Parties*: Chichi Jetski and Renter, as defined in paragraphs (a) and (b).
- 2.4 *Personal Watercraft*: craft driven by a water jet engine, including the equipment and accessories belonging thereto. Personal Watercraft are intended to be used for practicing sports or for leisure purposes.
- 2.5 *Rental Agreement*: an agreement by which Chichi Jetski undertakes to make available craft to Renter against payment.
- 2.6 *Electronic(ally)*: by e-mail or on the website.

### **ARTICLE 3 - OFFER/QUOTATION**

- 3.1 Chichi Jetski makes offers and submits quotations verbally, in writing or electronically.
- 3.2 A verbal offer will lapse if it is not immediately accepted, except when Chichi Jetski has immediately given a deadline to accept the offer. The offer states:
  - a. the rental period and the port of departure/arrival;
  - b. the rental fee and any additional costs and payment method;
  - c. the amount of the security deposit and the method of payment thereof;
- 3.3 Chichi Jetski will provide a copy of these General Terms and Conditions together with each offer.

#### **ARTICLE 4 - AGREEMENT**

- 4.1 As soon as Renter accepts the offer of Chichi Jetski an agreement will come into effect. If Renter accepts this offer electronically, Chichi Jetski will send an electronic confirmation to Renter.
- 4.2 Each agreement is preferably recorded in writing or electronically.
- 4.3 In case of a written agreement, Chichi Jetski must always give a copy to Renter or send it electronically.

#### **ARTICLE 5 - PRICE AND PRICE CHANGES**

- 5.1 When Chichi Jetski and Renter agree on a rental period, they will also agree on the rental fee, deposit and any additional costs to be paid by Renter.
- 5.2 All amounts stated in these General Terms and Conditions are inclusive of turnover tax.

#### **ARTICLE 6 - TERMS OF PAYMENT**

- 6.1 Renter must pay the rental fee when making the reservation. A reservation will not be valid if the rental fee is not paid in full. Renter can pay the rental fee at the rental location of Chichi Jetski by transfer to a bank account determined by Chichi Jetski or by any other payment method to be specified by Chichi Jetski.
- 6.2 If Renter fails to pay on time, he will be in default without Chichi Jetski having to give him notice of default. Chichi will then consider the agreement to be dissolved and cancel the reservation.
- 6.3 Before commencement of the rental period, Renter must pay the agreed deposit or at least have provided security for payment of the deposit. If Renter rents as part of a group, his deposit will also be used as deposit for any damage for which other members of that group are liable.
- 6.4 In cases where payment is not made when making the reservation (e.g., in case of a corporate event or any other type of reservation that cannot be made through the website), the invoice must be paid within 5 business days after receipt. If payment has not been made after expiration of that period, Chichi Jetski will be authorized to demand payment of the amount due without having to give Renter any further notice of default. It may reasonably charge Renter for the associated extrajudicial collection costs. The extrajudicial collection costs are set at 15% of the invoice amount with a minimum of ANG 500.-.

#### **ARTICLE 7 - CANCELATION**

- 7.1 If Renter wishes to cancel the Rental Agreement, he must notify Chichi Jetski thereof in writing or electronically as soon as possible. If Renter cancels the agreement, Renter can claim a refund of the rental fee equal to:
  - a. 75% of the agreed rental fee if cancelation takes place more than 1 week before commencement of the rental period;
  - b. 50% of the agreed rental fee if cancelation takes place between 7 and 3 days before commencement of the rental period;

- c. 25% of the agreed rental fee if cancelation takes place less than 3 days before commencement of the rental period;
  - d. if cancelation takes place less than 24 hours before commencement of the rental period, no refund of the rental fee will be due.
- 7.2 Refunds will be transferred to the bank account of Renter within 7 days after receipt of the cancelation.
- 7.3 If the date/time of a tour has already been rescheduled once at the request of Renter, a subsequent request to reschedule the tour will not be honored by Chichi Jetski, and no refund will be paid in case of subsequent cancelation.
- 7.4 Chichi Jetski Tours reserves the right to make exceptions to this cancelation policy under extraordinary circumstances at its sole discretion.
- 7.5 Chichi Jetski may cancel the Rental Agreement if it is of the opinion that Personal Watercraft should not be used in connection with the safety of Renter or the Personal Watercraft. The rental period will then be rescheduled by agreement. If this is not possible, Renter will receive a full refund of the rental fee.
- 7.6 Chichi Jetski will not refund the rental fee in the following cases:
- a. A renter expressing dissatisfaction with weather or other tour conditions will not be eligible for a refund of the rental fee. Chichi Jetski will make a reasonable effort to address concerns but is not obligated to pay a refund in such cases.
  - b. A renter who changes his mind on the day of the tour and decides not to participate (anymore) will not be eligible for a refund of the rental fee.
  - c. A renter who does not pay the deposit will not receive a refund of the rental fee.
  - d. A renter who arrives late (arrives later than 20 minutes before the scheduled departure time) or does not show up at all for any reason will not receive a refund of the rental fee.
  - e. No refunds of the rental fee will be paid if Chichi Jetski decides that a participant in the group of Renter does not comply with the obligations (e.g., cannot swim, is pregnant, does not meet the age conditions, weighs over 160 kg, does not want to or cannot sign the waiver or cannot have it signed (by an authorized person)).

#### **ARTICLE 8 - OBLIGATIONS OF CHICHI JETSKI**

- 8.1 Before commencement of the rental period, Chichi Jetski will give verbal safety instructions to all persons who will be riding Personal Watercraft. Chichi Jetski has the right to refuse renters without stating the reasons.
- 8.2 On commencement of the rental period, Chichi Jetski will make the Personal Watercraft available to Renter. Chichi Jetski will ensure that the Personal Watercraft is in good condition, that it can be used as intended, and that it is equipped with proper safety equipment suitable for the agreed navigation area.
- 8.3 At the end of the rental period, Chichi Jetski will take receipt of the Personal Watercraft at the agreed place and time, unless otherwise agreed with Renter.
- 8.4 Chichi Jetski will ensure that the necessary (emergency) telephone numbers are present in the Personal Watercraft.

- 8.5 Chichi Jetski will ensure that a guide who will ride together with the renters is present at all times.
- 8.6 If the instructions and safety rules have been followed, and the Personal Watercraft is returned without any damage at the agreed time, Chichi Jetski will ensure that the deposit paid by Renter is refunded to Renter immediately after the tour in the same manner in which the deposit was paid.

#### **ARTICLE 9 - OBLIGATIONS OF RENTER**

- 9.1 Renter must follow the verbal safety instructions of Chichi Jetski before commencement of the rental period.
- 9.2 Renters must sign a waiver before being allowed to use the Personal Watercraft.
- 9.3 If Renter causes damage to third parties, he will be liable for that damage. Renter indemnifies Chichi Jetski against all claims made by third parties that have arisen through the actions of Renter. This indemnity also extends to the actual costs of defense in legal proceedings.
- 9.4 Renter must be healthy and be able to move properly.
- 9.5 Renter must be at least 8 years old to participate as a passenger on Personal Watercraft and at least 16 years old to participate as a rider.
- 9.6 Renter must be able to provide identification if requested.
- 9.7 An agreed deposit must have been paid for each renter before commencement of the rental period.
- 9.8 Renter must be able to swim and demonstrate this to Chichi Jetski if requested.
- 9.9 Renter must wear a life jacket and safety lanyard while riding the Personal Watercraft.
- 9.10 It is not allowed to ride the Personal Watercraft with a total weight of more than 160 KG.
- 9.11 Renter must refrain from using alcohol and/or drugs before and while riding the Personal Watercraft.
- 9.12 Renter must follow the instructions of Chichi Jetski in connection with the safety of Renter and third parties, for the preservation of the Personal Watercraft and for the preservation of the rights of Chichi Jetski. This also includes a prohibition to ride or to return to the port, an order or prohibition to ride in certain places, an order or prohibition to ride at a certain speed and an order to ride directly to a mooring place to be determined by Chichi Jetski.
- 9.13 Renter must use the Personal Watercraft with due care and in accordance with its intended use.
- 9.14 At the end of the rental period, Renter must return the Personal Watercraft to Chichi Jetski at the agreed time and place and in the same condition in which he received the Personal Watercraft.
- 9.15 Renter must notify Chichi Jetski of any damage as soon as possible. This also applies to facts and/or circumstances that could reasonably result in damage. If Renter has caused any damage to the Personal Watercraft, he must pay this to Chichi Jetski immediately after the rental period.

- 9.16 If Renter does not comply with the obligations mentioned in this Article, the Rental Agreement shall be terminated immediately. In that case, Renter will not receive any refund of the rental fee and deposit.
- 9.17 If Renter rents as part of a group, his deposit will also be used for other members of that group who are liable for the damage by not following instructions.

#### **ARTICLE 10 - MINOR RENTER**

- 10.1 A renter who has not yet reached the age of 18 may only ride Personal Watercraft if an adult takes on liability for any damage the minor might suffer, and if this adult indemnifies Chichi Jetski against any liability for whatever reason of the minor for damage caused to the Personal Watercraft and/or third parties.
- 10.2 Minor renters must obtain permission from their legal representative to rent Personal Watercraft from Chichi Jetski. The person who gives the minor permission to rent and use Personal Watercraft will accept the applicability of these General Terms and Conditions on behalf of the minor and indemnify Chichi Jetski against all liability towards the minor for damage caused by the minor and will be liable for any damage caused to the Personal Watercraft for which the minor would be liable if he had been of age at the time of causing the damage.

#### **ARTICLE 11 - LIABILITY**

- 11.1 Renter will be liable for damage to and/or loss of the Personal Watercraft during the period in which he has rented and/or used the Personal Watercraft. Renter will not be liable if he can prove that the damage and/or loss was not caused by him. Damage will also be taken to mean consequential damage.
- 11.2 Renter will always be liable for (consequential) damage caused by him if:
- a. he knowingly and willfully uses the Personal Watercraft outside the navigation area he has agreed with Chichi Jetski; and/or
  - b. he knowingly and willfully fails to follow the instructions of Chichi Jetski.
- 11.3 Chichi Jetski will not be liable for damage to property or for any bodily injury or accident.

#### **ARTICLE 12 - FAILURE TO COMPLY WITH THE AGREEMENT**

- 12.1 If Chichi Jetski fails to comply with its obligations arising from the Rental Agreement, Renter may ask Chichi to comply with the agreement. If Chichi fails to comply with the Rental Agreement even after a written request to do so within a reasonable period, Renter may dissolve the Rental Agreement without having to go to court. In that case, Chichi Jetski must immediately refund all amounts already paid by Renter.
- 12.2 The above does not apply if Chichi Jetski offers an alternative solution that is reasonable for both parties.
- 12.3 If Renter returns the Personal Watercraft later than the agreed time and/or not at the agreed place, Chichi Jetski will be entitled to a pro rata increase in the rental fee and to compensation of any other (consequential) damage. This right will lapse if the late return of the Personal Watercraft and/or the other place of return cannot be attributed to Renter.

- 12.4 If Renter does not return the Personal Watercraft in the same condition in which he received it, Chichi Jetski will have the right to restore the Personal Watercraft to this condition at the expense of Renter.

#### **ARTICLE 13 - COMPLAINTS**

- 13.1 If Renter has complaints about the performance of the agreement, he must immediately notify Chichi Jetski thereof, so that Chichi Jetski has the opportunity to remedy the complaints.
- 13.2 If Renter has complaints about an invoice, he must notify Chichi Jetski thereof in writing. He must do so within 2 weeks, but in any case within a reasonable period after having received the invoice in question. He must sufficiently describe and explain the complaints.
- 13.3 If Renter does not file his complaint on time, he will lose his rights in this respect. If the fact that he has not filed his complaint on time cannot reasonably be attributed to Renter, he will preserve his rights.

#### **ARTICLE 14 - CHOICE OF LAW AND FORUM**

- 14.1 All disputes relating to this agreement will be governed by Curaçao law. The competent Curaçao court will have exclusive jurisdiction to take cognizance of all disputes arising from the agreement between Renter and Chichi Jetski and/or these General Terms and Conditions and/or the waiver signed by Renter.

#### **ARTICLE 15 - MISCELLANEOUS**

- 15.1 Chichi Jetski will provide an English text of these General Terms and Conditions. In the event of a difference of interpretation between the Dutch and English versions of these General Terms and Conditions, the Dutch text will prevail.

These General Terms and Conditions have been filed at the Registry of the Court of First Instance of Curaçao on January 7, 2025.