

CUSTOMER TERMS

GENERAL RENTAL TERMS & CONDITIONS

Serenum Rentals • Bonaire, Caribbean Netherlands

Version 2.1 | Effective date: July 04, 2026

This document forms part of each Rental Agreement. By signing the Rental Agreement or accepting the Vehicle, the Renter confirms that these Terms were provided before or at the time the agreement was concluded and that the Renter had a reasonable opportunity to read them.

Quick Rental Information

Field	Required entry
Legal entity / trade name	Serenum Rentals / SOLAZ HOLDING B.V.
Business address	Kaya Jiwiri 3, BONAIRE C.N.
Chamber of Commerce & CRIB number	CoC# 14476 / CRIB# 310035892
Contact details	+599 7906233 / info@serenumrentals.com
Minimum driver age (Main driver)	21 Years
Minimum licence-holding period (Main driver)	3 Years
Security deposit	USD 500,00
Additional driver fee	USD 3,00 p/day
Young driver fee (18 – 23 years)	USD 5,00 p/driver - p/day
Late-return grace period / charge	Grace Period: 30 minutes Late-return: Up to 2 hours = 50% daily rate. More than 2 hours = full rental day
Fuel Policy	Return with same fuel level. Fuel shortages charged according to fuel schedule
Administrative fee for fines	USD 50,00 per case
Cleaning / smoking fees	Cleaning Fee USD 150,00 / Smoking Fee USD 300,00
Cancellation schedule	See Section 20

Quick Guide: Coverage Choices

Protection	Summary
Mandatory third-party liability	Covers insured legal liability for bodily injury and property damage to third parties, subject to the applicable motor insurance policy and law. It does not by itself cover damage to the rented Vehicle.
Full Coverage (when purchased)	Optional USD 10,00 per rental day (minimum rental period 5 days); subject to these Terms and the applicable policy, covers accidental damage to the Vehicle, theft, attempted theft, vandalism, fire, storm damage, glass, tyres, rims, undercarriage and total loss.
Standard deductible	USD 500,00 per covered incident.
Deductible Waiver	Optional USD 10,00 per rental day (minimum rental period); reduces the deductible to USD 0,00 for a covered incident only.
Never insured	Lost, stolen, broken or water-damaged keys; remote controls; programming; locksmith work; replacement locks; and recovery caused by a key incident.

THE SIMPLE RULE The deductible limits liability only for a covered incident. If an exclusion applies, the insurance and Deductible Waiver may not respond and the Renter may be liable for the full loss.

1. Parties, Contract and Priority

1.1 These General Rental Terms & Conditions (“Terms”) govern every rental of a motor vehicle by Serenum Rentals (“Serenum”, “we”, “us” or “our”) to the person identified as renter in the Rental Agreement (“Renter” or “you”).

1.2 The contract consists of: (a) the signed or electronically accepted Rental Agreement; (b) these Terms; (c) the vehicle condition report and photographs; (d) the selected protection and price schedule; and (e) any written special conditions accepted by both parties.

1.3 If documents conflict, a specifically agreed term in the Rental Agreement prevails over these Terms, except where this would contradict mandatory law or the applicable insurance policy.

1.4 The Renter must ensure that every Authorized Driver reads and complies with these Terms. The Renter remains responsible for the Vehicle and for acts and omissions of every person who uses or has custody of it.

2. Definitions

Defined term	Meaning
Authorized Driver	A person listed and approved in the Rental Agreement who satisfies all driver requirements.
Damage	Any loss of, destruction of, or harm to the Vehicle, keys, documents, accessories or third-party property, including consequential costs reasonably connected with the incident.
Deductible	The amount the Renter pays per covered incident before the selected coverage responds.
Deductible Waiver	The optional product that reduces the Deductible to USD 0,00 for covered incidents, without removing exclusions.
Full Coverage	Optional contractual protection described in Section 9, only when selected and paid for.
Incident	An accident, collision, theft, attempted theft, vandalism, fire, storm event or other occurrence that may cause a claim.
Rental Agreement	The individual agreement stating the Vehicle, Rental Period, price, drivers, selected coverage and other rental details.
Rental Period	The period from delivery or collection until the Vehicle, keys and documents are returned and accepted by Serenum.
Security Deposit	Security held or pre-authorized to secure amounts that may become due.
Vehicle	The rented vehicle, including tyres, wheels, glass, keys, documents, tools, safety equipment and accessories.

3. Eligibility and Authorized Drivers

3.1 Each driver must meet the minimum age and licence-holding period shown in the Rental Agreement, hold a valid licence appropriate for the Vehicle, and provide identification and any legally required international driving permit.

3.2 Only Authorized Drivers may drive. The Renter may request an additional driver before that person drives; approval may require document checks and a fee.

3.3 A licence that is expired, suspended, revoked, illegible, restricted in a way incompatible with the Vehicle, or not valid on Bonaire is unacceptable.

3.4 The Renter must disclose any material fact affecting a driver's legal ability or fitness to drive. Serenum may refuse delivery or end the rental if requirements are not met.

4. Reservation, Price and Payment

4.1 A quotation or price estimate does not guarantee vehicle availability. A reservation is confirmed only after Serenum Rentals has accepted the booking and issued a booking confirmation. Prices are stated in United States dollars and include or exclude taxes and optional products as stated in the quotation or Rental Agreement.

4.2 Unless otherwise agreed in writing, the full rental balance, including all agreed optional services and protection products, must be paid **on or before the scheduled vehicle collection date and time**. The Renter authorizes Serenum Rentals to charge agreed rental amounts and other properly documented amounts due under the contract, including additional rental time, missing fuel, cleaning, fines, Damage, recovery, missing items and administrative costs. Serenum Rentals reserves the right to refuse the release of the Vehicle until full payment has been received in accordance with these Terms & Conditions.

4.3 Serenum Rentals accepts the following payment methods:

- Cash (USD)
- Debit Card
- Credit Card
- Online Bank Transfer

The payer must be authorized to use the chosen payment method. Chargebacks do not extinguish a valid debt.

4.4 Payments made by international bank transfer must be initiated sufficiently in advance to ensure that the full payment is received in Serenum Rentals' bank account **at least seven (7) calendar days before the scheduled vehicle collection date**.

All bank charges, intermediary bank fees, exchange costs and any other transfer-related costs are the sole responsibility of the Renter. Serenum Rentals must receive the **full invoiced amount**.

Proof of payment, payment confirmations or bank receipts do **not** constitute payment and do not guarantee the release of the Vehicle.

If payment has not been credited to Serenum Rentals' bank account by the scheduled collection time, the outstanding balance must be paid by an accepted debit or credit card before the Vehicle will be released.

4.5 If the Renter fails to comply with the payment requirements set out in these Terms & Conditions, Serenum Rentals reserves the right to:

- Refuse to release the Vehicle;
- Cancel the reservation in accordance with the applicable cancellation policy;
- Retain any amounts already paid where permitted under these Terms & Conditions;

- Recover any outstanding amounts and associated costs.

4.6 The Renter authorizes Serenum Rentals to charge any amounts due under the Rental Agreement, including but not limited to:

- additional rental days;
- optional products and services;
- fuel shortages;
- damage not covered by insurance;
- applicable deductible amounts;
- cleaning charges;
- traffic fines and administrative fees;
- towing and recovery costs;
- missing accessories or equipment; and
- any other amounts properly due under the Rental Agreement.

4.7 Any extension of the rental period requires the prior written approval of Serenum Rentals and payment of all additional rental charges, protection products and applicable fees before the extension takes effect. Continued possession of the Vehicle without written approval does not constitute an extension of the Rental Agreement and may be treated as unauthorized use.

5. Security Deposit

5.1 A refundable Security Deposit of USD 500,00 may be required before delivery. Serenum may use it against amounts properly due under the Rental Agreement.

5.2 The Deposit is not a limit of liability and is separate from the Deductible. Serenum may claim amounts exceeding it.

5.3 After return and inspection, the unused balance will be released or refunded. The time for a bank or card provider to make released funds available is outside Serenum's control.

5.4 Serenum may reasonably retain the relevant part while awaiting a repair estimate, police/CRS report, traffic fine, insurer decision or another necessary third-party document, and will provide an accounting when the amount is finalized.

6. Delivery, Inspection and Duty of Care

6.1 At delivery, the parties record the Vehicle's condition, fuel level, mileage and supplied equipment. The Renter should immediately report an unrecorded defect or discrepancy and, where possible, provide photographs.

6.2 Acceptance does not waive hidden defects that could not reasonably be observed. The Renter must nevertheless exercise ordinary care, lock the Vehicle, safeguard the keys, use seatbelts and child restraints as required, and protect the Vehicle from foreseeable harm.

6.3 The Renter must monitor warning lights, tyre condition and obvious fluid or temperature warnings. If safe operation is doubtful, stop in a safe place, switch off the Vehicle and contact Serenum before continuing.

7. Permitted and Prohibited Use

7.1 The Vehicle may be used only for private, lawful transportation on Bonaire and in accordance with its design, the Rental Agreement and all traffic rules.

7.2 Unless Serenum gives prior written approval, the Vehicle must not be:

- driven by anyone other than an Authorized Driver;
- taken off normal public roads, driven cross-country, on beaches, salt flats, trails, flooded roads or through seawater;
- driven inside Washington Slagbaai National Park; driving to the park entrance on suitable public roads is permitted;
- used for racing, speed testing, drifting, driving instruction, towing, pushing, competitions or timed events;
- used for paid passenger transport, delivery work, sub-rental or any unlawful purpose;
- overloaded, used to carry more persons than seats/seatbelts, or used to carry hazardous or improperly secured goods;
- driven while the driver is impaired by alcohol, drugs, medication, fatigue or illness;
- smoked or vaped in; or
- taken off Bonaire or transported by vessel.

7.3 Washington Slagbaai restriction. This is a Serenum rental condition based on road conditions and vehicle protection; it is not represented as a rule imposed by the park. Only a vehicle expressly identified in writing by Serenum as authorized may be driven inside the park.

7.4 A breach may end coverage, expose the Renter to full liability and entitle Serenum to recover the Vehicle, subject to applicable law.

8. Statutory Third-Party Liability

8.1 The Vehicle is insured for compulsory third-party motor liability as required by the Wet aansprakelijkheidsverzekering motorrijtuigen BES and the applicable policy.

8.2 This protection concerns insured legal liability for injury or damage caused to third parties. It does not, by itself, cover Damage to the rented Vehicle or the Renter's personal property.

8.3 Coverage, insured persons, limits, defences and exclusions are governed by the law and policy. Nothing in these Terms reduces rights that a third-party victim has under mandatory law.

9. Optional Full Coverage

9.1 Full Coverage applies only if expressly selected and paid for in the Rental Agreement. Subject to the policy, these Terms and proper use of the Vehicle, it covers:

- accidental collision and other accidental Damage to the Vehicle;
- theft and attempted theft of the Vehicle;
- vandalism, fire and storm damage;
- glass damage, including windscreen, side windows and rear window;
- tyre, rim and undercarriage damage arising from a covered incident; and
- total loss of the Vehicle.

9.2 Full Coverage is a contractual limitation of the Renter's liability and does not create broader protection than the applicable insurance policy. If policy wording and this summary differ, Serenum will not enforce a narrower customer promise where prohibited by law, but no wording may oblige an insurer beyond its policy.

9.3 For USD 10,00 per rental day, the Renter may buy a Full Coverage, this is only possible for rental periods of 5 days or more.

9.4 Personal belongings, holiday disruption, accommodation, flights, activities and other indirect losses are not covered.

10. Deductible and Deductible Waiver

10.1 Third-Party Liability and Full Coverage have a Deductible of USD 500,00 per covered incident. For each separate covered incident, the Renter's contribution is limited to the lower of: (a) USD 500,00; or (b) the covered Damage and associated claim cost.

10.2 The Deductible does not apply to a loss caused solely by an identified third party where that party accepts liability in writing and the loss is fully recovered, but Serenum may hold the Deductible pending recovery and refund the recovered amount.

10.3 For USD 10,00 per rental day, the Renter may purchase the Deductible Waiver, reducing the Deductible to USD 0,00 for covered incidents during the paid Rental Period (minimum rental period is 5 days).

10.4 The Deductible Waiver does not insure excluded conduct, keys, missing items, fuel, cleaning, fines, administrative charges or other non-Damage amounts. It does not waive liability where coverage is invalidated by breach of these Terms.

EXAMPLE A covered collision causes USD 2.000,00 in repair costs. With Full Coverage, the Renter pays up to USD 500,00. If the Deductible Waiver was purchased and no exclusion applies, the Damage deductible is USD 0,00. If the collision occurred during prohibited off-road use, neither limitation may apply.

11. Coverage Exclusions and Full Liability

11.1 To the extent permitted by law and the policy, Full Coverage and the Deductible Waiver do not apply where Damage or loss arises from or is materially worsened by:

- an unauthorized, unlicensed or disqualified driver;
- alcohol, illegal drugs, misuse of medication or refusal of a legally required test;
- intentional, reckless, fraudulent or grossly negligent conduct;
- off-road, beach, salt-flat, flooded-road or seawater driving;
- driving inside Washington Slagbaai National Park without Serenum's express written authorization;
- racing, towing, overloading, unlawful use or another prohibited use;
- wrong fuel, contaminated fuel introduced by the Renter, ignoring warning lights, continued driving while overheated or mechanically unsafe, or failing to take reasonable steps to prevent further Damage;
- failure to safeguard the Vehicle or keys, including leaving keys in or near an unattended Vehicle;
- failure to stop, report, cooperate or obtain a required police/CRS report;
- false, incomplete or misleading information concerning the incident; or
- use outside the Rental Period or after Serenum has required return.

11.2 When an exclusion applies, the Renter may be liable for the full reasonable cost of Damage, total loss, recovery, towing, storage, loss of use where legally recoverable and evidenced, appraisal, and related third-party charges.

11.3 An exclusion is applied only to the extent permitted by mandatory law and, where relevant, where the breach caused or materially affected the loss or the handling of the claim.

12. Accidents, Damage, Theft and Reporting

12.1 After an Incident, the Renter must prioritize safety, obtain medical help if needed, avoid admissions or settlements, and:

1. Stop safely and do not leave the scene except for safety or as directed by authorities.
2. Immediately contact Serenum using the emergency number in the Rental Agreement.
3. Contact the police and/or Caribbean Road Services or road-incident service as instructed and obtain the required CRS/police report.
4. Exchange details with all parties and witnesses, and photograph the scene, vehicles, licence plates and visible Damage where safe.
5. Do not arrange repairs, towing or recovery without Serenum's approval, except where immediately necessary for safety.
6. Deliver all reports and requested information promptly and cooperate with Serenum and the insurer.

12.2 Theft, attempted theft, vandalism or fire must be reported immediately to Serenum and the police. All available keys and documents must be returned.

12.3 Failure to comply may affect coverage only to the extent permitted by law and the policy, including where it prejudices investigation, recovery or an insurance claim.

13. Tyres, Wheels, Glass and Undercarriage

13.1 When Full Coverage applies, accidental Damage to tyres, rims, glass and the undercarriage is included if caused by a covered incident and no exclusion applies.

13.2 Normal wear and tear and a defect not caused by the Renter are Serenum's responsibility. Damage from prohibited roads, potholes approached recklessly, kerb impact, driving on a flat tyre, overloading, deliberate spinning/burn-outs, seawater, or continued driving after a warning is excluded.

13.3 The Renter must stop safely after a puncture or impact and contact Serenum. Continuing to drive when it is likely to worsen Damage may make the Renter liable for the additional loss.

14. Vehicle Keys — Never Insured

STRICT KEY RULE Lost, stolen, broken or water-damaged keys are not covered by any insurance, Full Coverage or Deductible Waiver.

14.1 The Renter is fully responsible for every key, remote control, key card and immobilizer supplied.

14.2 The following costs are always payable by the Renter: replacement keys/remotes; coding and programming; locksmith services; replacement locks or immobilizer components; towing, transport and recovery caused by a key incident; and reasonable loss of use while replacement is arranged.

14.3 Vehicle keys and remotes must be kept dry. It is strictly prohibited to swim, snorkel or dive with a Vehicle key, or to enter the sea or other water while carrying it.

14.4 This prohibition applies even when using a waterproof pouch, dry bag, phone case or any similar product. Such products do not transfer the risk to Serenum.

14.5 A key that has been wet, dropped, damaged, lost or stolen must be reported immediately. The Renter must not dismantle, dry with heat or attempt to repair it without instruction.

15. Breakdown, Mechanical Problems and Roadside Assistance

15.1 For a breakdown not caused by the Renter, Serenum will provide reasonable assistance and, where practicable, repair or replace the Vehicle. Replacement is subject to availability and is not guaranteed to be the same model or category.

15.2 The Renter must not authorize repairs or purchase parts without prior approval, except for urgent safety measures. Approved expenses require receipts.

15.3 The Renter is liable for mechanical Damage caused by misuse or negligence, including wrong fuel, ignoring warning lights, overheating, driving with insufficient oil or coolant after a warning, clutch abuse, flooding or seawater exposure.

15.4 Serenum is not liable for indirect losses such as missed flights, accommodation, tours or loss of holiday enjoyment, except where mandatory law provides otherwise or the loss results from Serenum's intent or gross negligence.

16. Fuel, Mileage and Charging

16.1 The fuel level and mileage allowance are stated in the Rental Agreement. The Vehicle must be returned with the agreed fuel level.

16.2 The vehicle must be returned with the same fuel level as recorded at the start of the rental. If the vehicle is returned with less fuel, the Renter will be charged according to the official Serenum Rentals Fuel Schedule (Appendix A), based on the vehicle category and the estimated fuel level missing.

Fuel shortages are calculated using reasonable fuel-level increments (e.g. 1/8, 1/4, 3/8 or 1/2 tank), as a vehicle's fuel gauge does not always permit an exact measurement.

No refund or credit will be provided if the Vehicle is returned with more fuel than recorded at delivery.

The use of incorrect fuel is strictly prohibited. Any damage, repairs, towing, cleaning, replacement parts or other costs resulting from the use of incorrect fuel shall be sole responsibility of the Renter and are **not covered** by any insurance or protection product.

16.3 Unless the Rental Agreement states a limit, mileage on Bonaire is unlimited. Any stated limit and excess-mileage rate form part of the Rental Agreement.

17. Vehicle Cleanliness, Smoking, Pets and Personal Property

17.1 No smoking or vaping is allowed. The Vehicle must be returned reasonably clean. Normal use is included; exceptional cleaning may be charged where objectively necessary and documented.

17.2 Exceptional cleaning includes smoke or vape residue, strong odours, excessive sand or mud, wet or stained seats, pet hair, biological contamination and rubbish requiring specialist treatment.

17.3 Pets are permitted only with prior approval and must be safely restrained. The Renter is liable for cleaning or Damage caused by a pet.

17.4 Serenum is not responsible for property left in the Vehicle, except to exercise reasonable care over items actually found and held.

18. Traffic Violations, Towing and Government Charges

18.1 The Renter is responsible for traffic and parking violations, towing, impound, and similar charges arising during the Rental Period or from the use of the Vehicle.

18.2 Serenum may provide the Renter's details to competent authorities where lawfully required and may charge the fine or cost plus an administrative fee of USD 50,00 reflecting reasonable handling costs.

18.3 The Renter remains entitled to contest a violation with the issuing authority. Serenum's administrative fee concerns processing and is separate from the fine.

19. Return, Extension, Late Return and Abandonment

19.1 The Vehicle, keys and documents must be returned at the agreed place and time. The rental remains open until Serenum has recovered possession and can reasonably inspect the Vehicle.

19.2 Changes require prior written approval. A grace period of 30 minutes applies after the agreed return time. After the grace period, the following charges apply:

- More than 30 minutes and up to 2 hours late: 50% of the applicable daily rental rate;
- More than 2 hours late: one full additional rental day;
- Each additional 24-hour period, or part thereof, will be charged as another full rental day;

Protection products, insurance options, additional-driver fees and other daily extras must also be paid for the extended rental period. A late return without prior written approval may be treated as unauthorized use of the vehicle.

19.3 If the Vehicle is not returned and the Renter cannot be contacted, Serenum may take lawful recovery measures and report suspected unauthorized retention. The Renter is responsible for reasonable recovery costs caused by the breach.

19.4 An early return does not automatically create a refund. Any refund is determined by the cancellation/early-return policy stated at booking and mandatory law.

20. Cancellation, Modification and No-Show Policy

20.1 The cancellation and no-show policy presented with the reservation forms part of the agreement.

Cancellation Protection (optional)

If the renter has purchased Cancellation Protection for the applicable non-refundable fee:

- The reservation may be cancelled up to 6 hours before the scheduled vehicle collection time.
- The rental amount will be refunded in full
- The Cancellation Protection fee remains non-refundable.
- Refunds will be issued using the original payment method.
- No-shows are not eligible for a refund.

Without Cancellation Protection

If Cancellation Protection has not been purchased:

- Cancellation more than 72 hours before the scheduled collection time: 50% of the rental amount will be refunded.
- Cancellation within 2 hours of the scheduled collection time: No refund will be issued.
- No-show: No refund will be issued.

Reservation Modifications

Request to change the reservation dates, vehicle category, rental duration or collection time are subject to vehicle availability and must be approved by Serenum Rentals in writing. Price adjustments may apply.

Definition of No-Show

A reservation will be considered a No-Show if:

- The renter fails to collect the vehicle at the agreed date, time and location;
- The renter fails to notify Serenum Rentals of a cancellation;
- The renter is more than 2 hours late without prior written notice or approval.

Serenum Rentals reserves the right to release the reserved vehicle to another customer once a reservation has been classified as a No-Show.

20.2 Serenum may cancel before delivery if the Renter fails eligibility, identification, payment or deposit requirements, or supplied materially false information. Any refund will reflect the circumstances and applicable law.

20.3 If a reserved Vehicle becomes unavailable, Serenum may offer a comparable or upgraded Vehicle, a revised price accepted by the Renter, or a refund of rental sums paid for unavailable service.

21. Termination and Recovery

21.1 Serenum may terminate the rental and require immediate return for a serious breach, unsafe or unlawful use, non-payment, material misrepresentation, or a reasonable belief that the Vehicle is at risk.

21.2 Subject to applicable law, Serenum may recover the Vehicle without using force or unlawfully entering private premises. Reasonable recovery costs caused by the Renter's breach may be charged.

21.3 Termination does not remove rights or obligations accrued before return.

22. GPS, Telematics and Vehicle Data

22.1 A Vehicle may contain GPS, telematics, diagnostic or anti-theft technology. Data may include location, mileage, speed events, fault codes, battery status and timestamps.

22.2 Serenum may process these data where necessary to perform the rental, protect and recover the Vehicle, respond to emergencies, investigate Damage or prohibited use, handle claims, maintain the fleet, and comply with legal duties.

22.3 Serenum will not use tracking for unrelated continuous surveillance or marketing. Access is limited to authorized persons and service providers with a legitimate need.

22.4 Where practical, retention is limited to what is necessary for the stated purpose, a claim or a legal obligation. Further information may be provided in Serenum's privacy notice.

23. Personal Data and Privacy

23.1 Serenum is responsible for personal data it processes in connection with reservations and rentals. Processing is governed by the Wet bescherming persoonsgegevens BES and other applicable law.

23.2 Data may include identity and contact details, driving licence and passport information, payment and transaction data, rental history, Vehicle condition records, communications, incident/claim information and telematics data.

23.3 Data are used to enter into and perform the contract, verify drivers, take payment and deposits, provide support, prevent fraud and theft, manage fines and claims, maintain vehicles, establish or defend legal rights, and comply with law.

23.4 Data may be shared where necessary with payment providers, booking/software providers, insurers, roadside and repair providers, professional advisers, competent authorities and debt-collection providers, subject to appropriate safeguards.

23.5 Serenum retains data only as long as reasonably necessary for rental administration, claims, accounting, legal limitation periods and other legal duties. Marketing requires an appropriate lawful basis and an opt-out.

23.6 A person may request access to and correction of personal data and exercise other rights available under BES law by contacting a.pieternella@solazholding.com. Identity verification may be required.

24. Liability of Serenum

24.1 Serenum is responsible for direct loss caused by its attributable failure to perform, subject to mandatory law.

24.2 Serenum is not liable for loss caused by the Renter, an Authorized Driver, a third party, force majeure, road conditions, or a defect Serenum could not reasonably have known or prevented, unless mandatory law provides otherwise.

24.3 Nothing excludes or limits liability that cannot lawfully be excluded, including liability arising from Serenum's intent or gross negligence.

24.4 Any limitation is applied reasonably and must not deprive a consumer of mandatory rights.

25. Indemnity and Amounts Charged for Damage

25.1 Where the Renter is liable, charges must reflect reasonable and evidenced loss. Serenum may use repair invoices, independent estimates, market valuation, recovery/storage invoices and other reliable evidence.

25.2 The Renter is not charged for fair wear and tear, pre-existing recorded Damage or a defect not attributable to the Renter.

25.3 Where legally recoverable, reasonable loss-of-use may be charged for the actual repair or replacement period, taking account of avoided costs and any recovery from insurance or third parties. Serenum will avoid double recovery.

25.4 If an amount is provisional, Serenum will explain the basis and make an appropriate adjustment after final invoices, insurer decisions or third-party recoveries.

26. Force Majeure

26.1 Neither party is liable for delay or failure caused by circumstances beyond reasonable control, including severe weather, hurricane, flood, natural disaster, epidemic, government restriction, civil disturbance, port or airport closure, widespread utility failure or supply-chain disruption.

26.2 The affected party must take reasonable steps to reduce the impact. Payment remains due for service already provided and rights under mandatory consumer law remain unaffected.

27. Complaints and Dispute Resolution

27.1 Complaints should be sent promptly to info@serenumrentals.com, with the Rental Agreement number and supporting information. Serenum aims to acknowledge complaints within 2 business days and provide a substantive response within 3 business days.

27.2 The parties will first attempt to resolve a dispute in good faith. This does not prevent either party from seeking urgent relief or exercising mandatory legal rights.

28. Governing Law and Court

28.1 The Rental Agreement and these Terms are governed by the law applicable in Bonaire, Caribbean Netherlands, including the relevant provisions of the Burgerlijk Wetboek BES.

28.2 Subject to mandatory rules on jurisdiction and consumer protection, disputes may be submitted to the competent court for Bonaire, being the Gerecht in eerste aanleg van Bonaire, Sint Eustatius en Saba.

28.3 Nothing in this clause removes a consumer's right to rely on a competent court or mandatory protection that applies despite the chosen law or forum.

29. General Provisions

29.1 If a provision is invalid or unenforceable, it will be limited or replaced only as necessary; the remaining provisions continue.

29.2 A failure or delay in enforcing a right is not a waiver.

29.3 Amendments to an active Rental Agreement require written agreement, except changes required by law that do not unfairly prejudice the Renter.

29.4 Notices may be delivered personally, by email, WhatsApp or another agreed electronic method. A notice is effective when it can reasonably be accessed, subject to proof and mandatory law.

29.5 Headings and the Quick Guide aid navigation. The operative sections govern if a summary is incomplete.

30. Acceptance

By signing or electronically accepting the Rental Agreement, the Renter confirms that:

- the Rental Agreement and these Terms were made available before or at contract conclusion;
- the Renter had a reasonable opportunity to read them and ask questions;
- the selected coverage, Deductible, optional Deductible Waiver and key exclusion were explained or clearly displayed;
- the Renter has provided accurate information and will ensure every Authorized Driver complies; and
- the Renter accepts these Terms, subject always to mandatory law.