

## Car Rental Agreement

This Car Rental Agreement (Agreement) is entered between DANIEL SAFRA SPA 77.526.568-K (SUZI) and the Tenant, jointly the "Parties", and outlines the respective rights and obligations of the Parties relating to the rental of car. 'Vehicle' means the Vehicle hired by the Tenant and includes tires, tools, accessories, camping utensils, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided. Damage includes any and all damage to Third Party property, damage to the rented vehicle including windscreens, tires, towing and recovery cost, theft, fire, break or vandalism, cost of the daily rental rate for the period the vehicle is being repaired, even if such damages occur due to force majeure.

### 1. RENTAL TERM, EXTENSIONS AND CANCELLATIONS

1.1 The term of this Agreement runs from the date of car pick up until the return of the vehicle to SUZI, regardless of pick up or drop-off time.

1.2 Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle is rented; the day of pick-up is counted as day one of the rental, regardless of pick-up time. The day of the Vehicle's return is counted as the final day of the rental regardless of drop-off time.

1.3 Minimum rental period is 5 days providing the pickup and return location are the same. Minimum rental periods are subject to change, and any change will be notified to you prior to

booking confirmation. 1.4 The price includes 250 km per day. Extra km will be charged at \$135. Extra kms packages can only be purchased before pick-up time.

1.7 An additional fee of \$30.000 for Santiago Tolls applies to all trips with pick up in Santiago. This fee applies only for tolls around Santiago, not for tolls along Road 5 or other highways. 1.8 It is mandatory to purchase a permit and insurance to cross with the vehicle to Argentina. Those permit and insurance are

valid for multiple entries to Argentina. Documents require 2 working days to be processed and the period category for those permits have to correspond to the total rental period. 1.9 If the Tenant is an Australian or Canadian citizen, he will need to pay a reciprocity fee before entering to Argentina. This is the Tenant's responsibility, not SUZI. 1.10 There is no extra fee for additional drivers – up to 3 drivers maximum. Extra

driver will be charged 4.000 clp/rental day. 1.11 If a bookings travel dates are amended within the cancellation fee period to be outside of the

cancellation fee period and is subsequently cancelled,

the cancellation fee for the original booking will apply. Cancellation fees are as follows: If cancelled up to 30 days prior to pick up: 20% of Gross Rental If cancelled from 29 to 19 days prior to pick up: 30% of Gross Rental If cancelled 18 to 7 days prior to pick up: 50% of Gross Rental If cancelled 6 to same day of pick up or No Show: 100% of Gross Rental. If Vehicle is returned early: No refund available 1.12 Cancellations due to a force majeure This considers all reservations cancelled by our clients due to reasons that are beyond SUZI's control. In this cases, SUZI has no obligation to offer any financial compensation, as it is due to an external factor that is not within our responsibility. Any cases of cancellations due to a force majeure will have to be demonstrated by the client with the respective documentation.

**PICK-UP AND DROP-OFF OF THE VEHICLE** 2.1 Before taking possession of the vehicle, the Tenant must thoroughly inspect and test the vehicle and note any damage or defects on the vehicle condition diagram on the face. By taking possession of the vehicle, the Tenant warrants that he has done this and satisfied himself that the vehicle is delivered in a good operating and roadworthy condition, with the seal of the odometer unbroken, and without any damage or defects and in satisfaction of all statutory warranties and conditions save as noted. The Tenant must return the vehicle (and the keys) to the return location on the return date in a clean state, with the same amount of fuel, and in the same conditions as it is in as et the Start Date. Failure to adhere to these obligations will result in a late return fee of \$60.000 or/and a cleaning fee of \$25.000 and/or extra fees for damages. 2.2 Late pick-up or early return of the Vehicle does not entitle the Tenant to any refund of the unused portion of the rental.

#### **BRANCH HOURS OF OPERATION**

SUZI in Santiago is open Monday to Friday, from 10.00 am to 17:00

The Tenant should collect or return the car in the office by 12.00 pm. Branches are closed on public holidays. 3.2 If the Tenant wishes to pick up or drop-off the Vehicle after business hours (30.000 CLP extra Fee), they must first get approval from the branch of destination. Failure to obtain authorization will result in a daily fee of \$60.000 CLP in additional to the daily rate. 3.3 The follow surcharge will apply to all rentals picking up and/or dropping off doing out of office hours:

Pick up/Drop off outside office hours:

Monday to friday 20,000

Saturday 36,000

Sunday 46,000

National Holiday 56,000

This will be applicable only with previous and written authorization by SUZI.

**RENTAL EXTENTIONS** 4.1 Extensions of the rental term should be authorized by the Owner, subject to the availability, and at the current rental rate (the rate applicable on the day of extension, which may differ from the original rate booked). The extension fee must be paid immediately by credit card on confirmation of the rental extension. 4.2 Failure to obtain the authorization will result in a late fee of \$60.000 per vehicle and day in addition to the daily rental rate (including additional guarantee charges) until the vehicle is returned. 4.3 If the Tenant wishes to extend the rental while being in Argentina, there are two options: 4.3.1 To cross the border back to Chile before the expiry date of FU document without any charge and keep travelling in Chile. 4.3.2 To cross the border back to Chile

before the expiry date of FU document, get a new FU document from SUZI at the normal daily rate and cross again to Argentina with the new document as many times as the Tenant wants.

**CHANGE OF DROP-OFF LOCATION** If the Tenant wishes to change the drop off destination, must first obtain authorization from the reservation center in Santiago. Subject to the change being approved, an additional charge of \$350.000 may apply which will be notified to the Tenant at time of approval and is required to be paid immediately via credit card. The fee may apply in all cases irrespective of the reason for location change, even in the case of force majeure.

**LICENSE** A current and full (non-probationary) motor vehicle driver's license is required and must be produced upon vehicle collection. Foreigners should use a foreign license.

**AGE RESTRICTIONS** Drivers must be 18 years old for all vehicles rentals except for the 4WD rentals which require 22 years old.

**USE OF THE VEHICLE** 8.1 The Tenant agrees that, during the Rental Term, the Tenant will be responsible for the adequate use of the vehicle and for its maintenance. All inadequate uses of the vehicle will correspond to exclusion to the liability reduction and will be at full expenses of the Tenant. Exclusions to liability reduction are detailed in Clause 14. 8.2 The Tenant shall take all reasonable steps to properly maintain the vehicle, including daily checks of the oil, tires pressure, water and batteries, and will inform SUZI immediately if vehicle warning lights indicate any potential malfunction. Failure in these obligations may result in engine damage, and will constitute a breach of this contract. 8.3 The Tenant shall not make any alterations to the vehicle without the prior written consent from SUZI. 8.4 The driver should drive carefully, especially in roads like "Ruta 40" in Argentina and "Carretera Austral" in Chile. 8.5 SUZI has the right, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road, weather conditions, distance or possible risks for the vehicle. SUZI will advise you at pick-up time of any travel restrictions known at the time. If SUZI mandates a change in drop-off location, fees as per

change of drop-off destination will not apply. 8.6 Considering that SUZI is the unique owner of the vehicle, the Tenant shall not agree, attempt, offer, or sign any agreement regarding the vehicle.

**AREAS OF NO USE** It is prohibited to use the vehicle on the unsealed road between El Cerrito and Fuente Del Coyote, The Tenant has to drive through Esperanza to get to both cities. SUZI Liability Reduction Options do not cover any damage incurred in that road.

**MAINTENANCE AND REPAIRS** 10.1 For all repairs, SUZI will need to be informed and confirm the repair in advance. Repair will be reimbursed if the tenant was not responsible for the damage. All the respective statements, including invoices and bills, must be submitted for any repair within maximum 48 hours after drop-off or the claim will not be paid. Subject to the terms of the guarantee, the Tenant will pay for the costs of repairing or replacing what had been damaged during the Rental Term (any cost of repairs will include an extra 5% administration fee). 10.2 Malfunctions of stereo systems, interior lights, airconditioning, sink water pumps, any camping accessories, etc. are not considered mechanicals breakdowns and repair costs or downtime will not be paid. 10.3 In case of a destroyed tire, the Tenant must replace the tire by a new one of same size. Failure to do so will involve the cost for a new tire with correct size at drop off time.

4. In case of breakdown, regardless of who is at fault, the Tenant must bring the vehicle back to the nearest SUZI Branch. The Tenant may not abandon the vehicle. 10.5. In case of breakdown in Argentina, regardless of who is at fault, the Tenant must pay the mechanical costs. In case that SUZI is liable for the breakdown, those costs will be refunded to the Tenant after dropoff time at ARG/CLP rate of the day of payment (check sii.cl)

**ON ROAD ASISTANCE** 11.1 In case of any technical malfunction of the vehicle arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the warranty period and for which a warranty claim is not excluded, the Tenant has the right to requires On Road Assistance. The service is available 24 hour all days, including weekends and public holidays. 11.2 Any problems associated with the vehicle, including equipment failure, must be reported to SUZI within a maximum of 24 hours in order to give SUZI the opportunity to

rectify the problem during the rental. Failure to do so may compromise any claims for compensation. SUZI reserves the rights not to accept liability for any claims submitted after this period. 11.3 SUZI reserves the rights not to rectify problems which are under the responsibility of the Tenant, listed below: 11.3.1 The vehicle running out of fuel 11.3.2 The keys being locked inside the vehicle or lost 11.3.3 Flat batteries caused by incorrect usage of the batteries and or incorrect usage of any equipment that requires the batteries to operate 11.3.4 A breakdown caused by damage caused in an accident

3.5 A breakdown caused by willful neglect 11.3.6 A breakdown caused by driving in sand, water or mud.

3.7 Getting stuck in sand or mud 11.3.8 Flat or destroyed tire 11.3.9 Any damage caused to the vehicle due to the use of inappropriate snow chains 11.3.10 Any inadequate use of the vehicle as stated in clause

In those cases all recovering and towing costs are to be borne by the Tenant and SUZI has the right to charge a higher amount than the guarantee/ liability reduction held on the credit card or cash. In any case of breakdown or accident in Argentina, the Tenant must bring the vehicle back to Chile passing through the border authorities. FUEL CONSUMPTION Fuel consumption varies according to vehicle type, driving conditions and the way the vehicle is driven. Suzi's Campervans run approx. 6-12km/ L (subject to wind conditions and speed). All vehicles are serviced and mechanically fit at the beginning of every hire and as such our vehicles are fuel efficient. SUZI does not refund any hire costs related to excess fuel consumption.

VEHICLE AVAILABILITY 13.1 Vehicle can be requested only by its category, not by make or model. However, if the category is not available due to unforeseen circumstances, SUZI has the right to substitute an alternative Vehicle without prior notification. The substitution will be done considering the best options. 13.2 Should the Tenant decide to voluntary downgrade their vehicle type than booked, but it will not be entitled to a refund.

LIABILITY The Tenant is responsible and will have to pay for any Damage (whether direct or consequential) incurred whilst vehicle is on its possession, related to the vehicle or Third Parties.

1.- Guarantee The Tenant's liability may be reduced by taking out the Liability Reduction guarantee. Any Guarantee applies in respect of each incident/event, not rental. Any guarantee lasts for 30 days. In case of rentals higher than 30 days, a re-authorization of the guarantee will be done by SUZI automatically after

days. FOR 2WD RENTALS Cost per Day Bond/Liability Standard Liability is included and the bond is \$1.100.000. Liability Reduction B is \$9.500 and the bod \$700.000. Prices are valid for 22+ years old drivers, an extra 5.000 CLP Cost per day applies for 18-21 years old drivers (only allowed to rent vans, not 4WD). FOR 4WD RENTALS Cost per Day Bond/Liability Standard Liability \$6.500 \$1.400.000 Liability Reduction B \$9.500 \$1.000.000 The Liability Reduction applies in respect of CDW (Collision Damage Waiver). The CDW covers damages to third-party up to 1.000 UF (Unidad de Fomento). If damages to third-party are higher than that amount, the Tenant will have to respond for the extra costs involved. In case of an accident with a third-party, the Tenant will be responsible for damages to self up to the amount of the deductible (bond). The liability is applicable regardless of who is at fault and will be charged at the time the accident report is completed, not at the completion of the rental. Where a Third Party is involved and recognized as responsible for the accident, the Vehicle Security Deposit will be refunded only if SUZI are successful in recovering the cost of the damages from the Third Party. Please note that Third Party claims can take many months to resolve. To use the option of Liability reduction, the Tenant should provide all the information and assistance required by SUZI in handling any claim, including attending Court to give evidence. Damages to self costs are mentioned as a

14.2 In case of a theft of the vehicle, the Tenant will be responsible for costs up to 1.500.000 CLP in case of a 2WD Vehicle and 2.500.000 CLP in case of a 4WD Vehicle. 14.3 Damages/uses as identified below are specifically excluded from any liability option and the Tenant remains fully liable for all costs incurred: - A single vehicle accident (SVA). It includes, but is not limited to, a vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the vehicle. The Tenant will be charged up to 1.500.000 CLP for 2WD vehicles and

500.000 CLP for 4WD vehicle in case of a single vehicle accident. - A collision to a fixed object - Accident while reversing - Accident/fine while not respecting the stop sign, red traffic lights or any traffic signs. - Accident/fine while driving over the speed limit - Accident by falling asleep at the wheel or fatigue - Accident/fine while driving under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by the applicable law (zero tolerance to alcohol law). - Theft while leaving the vehicle with the ignition key inside while it is unoccupied. - Damage to the vehicle on its underbody, roof (rooftop tent damages included), interior or tires (chambers and Rims), glasses, windscreen, vehicle accessories if not occurred during a reported multiple cars accident. - Damages in door locks, door handle or glasses in case of vehicle break-ins - Damage to the vehicle by: i.-Submersion in water; ii.- contact with salt water; iii.-creek or river crossing; iv.- driving through flooded areas or sandy conditions; v.- beach or salt flat driving;

Damage to the vehicle by driving under an object lower than the height of the vehicle - Damage/fines while using the vehicle for any illegal purpose or in any race, rally or contest; or for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental. - Damage by using the vehicle to tow any vehicle or trailer - Damage/fine by using the vehicle to carry passengers or property for hire or reward; carry more persons than is permitted by any relevant authority or detailed in the vehicle manual or on the vehicle or specified in this Contract. All passengers must use seat belt - Damage by using the vehicle to carry volatile liquids, gases, explosives or other corrosive or inflammable material;

Damage by using the vehicle to carry animals, excluding registered dogs. - Damage by using the vehicle on unfit roads for the car. - Damage for starting or driving a vehicle that has been involved in an accident, damaged by rollover, water submersion or any other failure or inconvenience without previous and written permission from SUZI. - Any damage/loss of personal items resultant from theft/fire or break-ins. SUZI does not offer any compensation for loss of any personal items. - Any damage caused to the vehicle due to the use of inappropriate snow chains - Any damage due to vehicle misuse as stated in clause 8. - Any damages caused by drivers not identified on this Car Rental Agreement and/or drivers those have a license that has been cancelled or suspended and/or drivers who have a license that is classified as a learners or provisional license. - Any damage costs associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio/Eco Diesel which should not be used, water, other contamination of fuel or whatever liquid different from the appropriate fuel. CDW will not apply and it will be considered as a breach of the contract if the Tenant fails to do the following: - Report any incident to the police or other proper authority, and to SUZI, within 24 hours thereof - Deliver to SUZI any summons, complaint, claim or other legal process the Tenant receive in relation to any loss or damage involving the vehicle with 24 hours of such receipt - Immediately to rectify and inform SUZI of any defect in the vehicle of which the Tenant becomes aware or of which the Tenant should have been aware. - Not to make any false or misleading statement to us. To use the option of Liability reduction, the Tenant should provide all the information and assistance required by SUZI in handling any claim, including attending Court to give evidence. 14.3 If the vehicle is un-drivable after an accident and the Tenant would like to have a replacement vehicle, it will be subject to time, distance and availability. In any case, the Tenant must make his/her own way (at the Tenant's expense) to the nearest SUZI branch. To access to the replacement vehicle the Tenant should agrees the corresponding

Car Rental Agreement involving the payment of a new rental and a new vehicle Guarantee Fund will be required and this amount is determined by Liability Reduction option. 14.4 Guarantee Fund 14.4.1 On pick-up of the vehicle, the Tenant agrees SUZI to hold a guarantee on his credit cards (OR CASH). The Tenant irrevocably mandates SUZI to deduct from the Guarantee Fund any amounts due to damages, infringement of this Agreement or payments agreed on it. The Guarantee Fund is fully refundable, provided the vehicle is returned on time and if the Tenant fulfills all the drop-off conditions. 14.4.2 SUZI recommends that the Tenant obtains separate travel insurance. However we do not provide or arrange insurance of any kind. The Tenant acknowledges and agrees that SUZI is not an insurer and that clause 14.1 gives only a limited indemnity and is not intended to create a contract of insurance.

PROCEDURES IN CASE OF ACCIDENT If the Customer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed:

1 At the Accident Scene the Customer must: 15.1.1 Obtain the names and addresses of Third Parties and any Witnesses. 15.1.2 Report the accident to police, regardless of estimated damage costs. 15.1.3 Not accept blame or

insist the other party is at fault. 15.1.4 If possible, photograph damage to all vehicle(s) and registration number(s). 15.1.5 Phone SUZI with the accident's details within 24 hours. 15.2 At the Branch: 15.2.1 The Customer must produce their

Driver's License and hand over the police report (if applicable) and any supporting photographs. 15.2.2 The Customer is required to pay the Liability (if applicable) and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period. 15.2.3 The Customer will pay SUZI the daily rental rate for the period the vehicle is off fleet for accident repairs. 15.2.4 The SUZI staff will ensure the Motor Vehicle Accident Report is completed clearly and accurately signed by the Customer. 15.3 Time Frame for Settlement of Customer Liability Claims: 15.3.1 SUZI shall use best endeavors to ensure that any money due back to the client is forwarded as quickly as possible, however Third Party claims can take months or even years to resolve. SUZI cannot force the destiny of these claims, and the customer acknowledges that handling of these claims is up to SUZI Insurer and the Third Party, whether they be insured or not. 15.3.2 SUZI agrees to refund any Vehicle Security Deposit refunds applicable within 60 days off receiving final resolution and payment relating to third party claims.

**RELEASE AND INDEMNITY OF SUZI** The Tenant releases SUZI, its employees and agents, from any liability to the Tenant (regardless of who is a fault), for any loss or damages incurred by the Tenant by reason of rental, possession or use of the vehicle. The Tenant hereby indemnifies and shall keep indemnified SUZI, its employees and agents, against any claims, demands and expenses (including legal cost) incurred or sustained by them or any of them by reason of the Tenant use and/or possession of the vehicle. Any indemnity required of the Tenant shall not operate to indemnify SUZI in respect of any negligent act by SUZI.

**TRAFFIC OFFENCES AND TOLL** The Tenant is liable for any offences committed during the Rental Term involving the use of the vehicle, especially if is a speeding offence or related to the breach of the applicable law. In case of any offence, SUZI will notify the Tenant about it and the Tenant should pay any infringement fee and costs that may become payable because of an infringement notice served on SUZI for any offence referred in this clause, including an administration fee of \$28.000 + VAT per each offence. The Tenant mandates SUZI to debit the Tenant's credit or debit card for any infringement fees and costs, including the administration fee. This procedure can take up to 15 months.

**CHARGES AND PAYMENTS** 18.1 The Tenant has to pay the rates in amounts and conditions stated in those policies, which are subject to change. However, SUZI will not alter rates or conditions applicable to your rental once SUZI has confirmed your booking. Any booking amendments will result in the rate booked being re-calculated at the rate applicable on the date of amendment. Please note all prices are quoted and payable in Chilean pesos. 18.2 The total booking amount must be paid as follows: 50% at booking time and 50% at pick up time. Both part of total payment will be charged on the Tenant's credit card/DEBIT OR CASH. 18.3 If a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a Tenant. 18.4 The following credit or debit cards will be accepted: Visa, MasterCard, and American Express

(Cheques are not accepted). Only the Tenant's credit card is acceptable to use for the purpose of the Vehicle Security Deposit. 18.5 When payment is made by credit or debit card, the Tenant agrees that: 18.5.1 The Tenant mandates irrevocably SUZI to complete any documentation and to take any other action to recover from the Tenant's credit or debit card issuer all amounts due by the Tenant pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a Third Party and all other additional charges as they are incurred including all, parking and traffic offence penalties, road toll fines and associated administration costs. The mandate is made in the terms of the Article

of the Commercial Code; 18.5.2 the Tenant will not dispute his/ her liability to SUZI for any amount properly due under this Agreement and the Tenant shall indemnify and keep indemnified SUZI against any loss incurred (including legal costs) by reason of notifying the Tenant's credit or debit card issuer of such dispute; 18.5.3 in the event that SUZI elect to accept payment of the Vehicle Security Deposit by holding a signed and authorized open credit or debit card voucher/CASH which is returned to the Tenant at the completion of the Rental Period, the Tenant agrees that SUZI is entitled to recover payment from the Tenant's credit/CASH DEPOSIT or debit card issuer pursuant to

paragraph (a) in respect of any amounts due which were not known at the time of return of the voucher; and 18.5.4 SUZI may process credit/CASH or debit card charges pertaining to the rental after the hire period. 18.5.5 The Tenant acknowledges that all transactions under this Agreement are conducted in Chilean pesos. Due to exchange rate fluctuations and bank fees there could be some variance between the amount initially debited against the Tenant's credit or debit card and the amount refunded. SUZI accept no liability for any such variation.

CONDITIONAL UPON PAYMENT The Tenant agrees that provision of any rental Vehicle is conditional upon SUZI being paid by the Travel Agent. SUZI reserves the right to collect payment from the Tenant in the event of a failure made by the Travel Agent or Travel Wholesaler to pay for the rental.

LIMITATION OF LIABILITY Under no circumstances SUZI will be liable to the Tenant for indirect damages (including Hotel/tours reservations, airplanes tickets, Bus or ferry tickets, etc), loss of profits, consequential, special or punitive damages. If the Tenant could not use the vehicle due to an act or situation which is under the responsibility of SUZI, the Tenant will have the right to the corresponding discount which will be limited to the amount equivalent to the rental rate. SUZI does not accept any liability for personal injuries or loss of personal belongings sustained during the rental and recommends not to leave valuables in the vehicle. We highly recommend having personal travel insurance to cover for the loss/damages of personal belongings.

21.COMMUNICATIONS For official and formal communications both parties will use their respective e-mail address.

TERMINATION SUZI may terminate, at any time, this Agreement and/or repossess the vehicle, taken it under control, if the Tenant brakes any of his obligations under this Agreement; If in such case, the Tenant will not have the right to refund any part of the rental charges. 23. PROPER LAW This Agreement is governed by the laws of Chile. I have read the above terms and conditions and agree with them.

Signature: \_\_\_\_\_