

Rental contract annex

FIRST: OSCAR ROLF TRAEGER SCHWARZ (TRAEGER) hereinafter the lessor, herein and hereby leases to the undersigned lessee, individually, hereinafter the lessee, who accepts for himself, the vehicle whose make, model and other specifications, are individualized in the contract. The lessee declares to receive the aforementioned vehicle in perfect mechanical and operating condition, with its complete equipment and accessories, license plate and ownership record. To this end, the lessee declares to have verified the correct operation of the brakes, lights, steering, turn and stop signals, spare tire, triangles, accessories and safety mechanisms, in accordance with the provisions of the traffic regulations.

SECOND: The lease of the vehicle will last exclusively for the period indicated in the contract, expiring on the day and time expressed therein. The lessee will always be obliged to return the leased vehicle to the lessor's premises in the same good mechanical and operating conditions as at the beginning of the lease and together with the accessories, equipment and documentation, preferably indicated. In any case, if the vehicle is not delivered within the period, manner, and conditions expressed above, whatever the situation or circumstance, the lessee will be expressly prohibited from using the vehicle, also ceasing all liability of the lessor for the facts or acts that occur after the agreed delivery period, without prejudice to the liability of the party for the delay. In the event of a ban on vehicle circulation, determined by external agents (government, Carabineros de Chile, etc.), the lessor is not responsible for unused days, nor is it obliged to replace the vehicle involved. The tenant will be responsible for any extra expenses that this prohibition may cause (expenses for transfers, parking, etc.).

THIRD: If the lessee would like to extend the term of the lease, he must notify such expression of will in writing to the lessor, before the expiration of said term, which may authorize the extension in the same way. As long as the lessee does not obtain the aforementioned written authorization, the aforementioned prohibition of use will govern and the lessor's power to report misappropriation of the vehicle will subsist. In any case, once the authorization is formalized, it will be understood as an integral part of this contract.

FOURTH: The final rental price will be determined when the lessee has returned the vehicle to the lessor and will be calculated considering A) Period rate; B) Mileage rate, unless unlimited mileage is agreed; C) Insurance or guarantee fee; D) Amount of taxes levied on this contract and the rental price, which will be the exclusive responsibility of the lessee; E) Value of the fuel used for the purposes of its deduction from the price or charge of the rental value as agreed.

FIFTH: The rate for the period, referred to in the previous clause, will be calculated as follows: A) In the hourly rate, each fraction of an hour will be computed as a full hour; after 2 hours a full day will be counted; B) In the day rate, this will be understood as the passage of 24 hours, computed from the time of execution of the contract, regardless of the moment in which the effective use of the vehicle begins; C) In the daily rate, the fractions will be calculated according to the hourly rate in the manner indicated in letter (A), two full hours, one day; D) The week rate is equal to the amount of the 6-day rate; AND)

The monthly rate is equal to the amount of 24 daily rates. The mileage rate operates on the basis of the value agreed upon for the unit, and for the final calculation for this concept, said factor must be multiplied by the total kilometers traveled between the start period of the contract and the

return of the vehicle to the lessor. The insurance or guarantee rate is established according to the agreed daily value. The taxes levied on the contract and the rental price will be according to their nature and will be applied according to tax laws. Finally, when so agreed, the lessor will charge the fuel expenses incurred by the lessee by estimating a fixed amount of kilometers for each liter of fuel used, charging the total price with the value of the fuel calculated in the manner above. Exposed.

SIXTH: The precise value of each particular rate is determined on the basis of the numerical calculation tables prepared by the lessor, taking into account the type, brand, model, characteristics of the vehicle and other general conditions of the contract, and the one or those in force must be applied. At the time of the contract, without the above preventing it from being agreed in special cases qualified by the lessor. It is expressly stated that the discounts that honor the different clients are applicable to the regular rental and mileage rates and will not be applicable to mileage rates included in the daily price, nor to rates with unlimited mileage, nor to any special or promotional rate. In the contract, this must be indicated in the boxes designated for this, to avoid any doubt or discrepancy.

SEVENTH: If the lessee is delayed in returning the vehicle in accordance with the originally set period or with that indicated in the extension, conceived in accordance with the provisions of the third clause and even when this is due to a fortuitous event or force. Greater, you must pay the additional time, until the effective return of the vehicle. In this regard, it will be stated that all liability, whatever its nature, that could be attributed to the lessor, ceases in absolute terms on the day and time of termination of the contract, since from that moment it must be understood without the need for proof that the vehicle has been taken not only without the express or tacit authorization of the landlord, but also against his express will.

EIGHTH: The vehicle that is the subject of this contract must be driven solely and exclusively by the lessee or another driver authorized by the lessor when signing it, and in such case the full names, identification, driver's license and signatures of each one or more must be included. In the contract, who in no case may be under 25 years of age.

It is completely prohibited to drive the vehicle to those under 25 years of age and if this occurs it is the absolute and sole responsibility of the lessee, accepting the cancellation of all damages that may be caused to the vehicle and to third parties. The lessee is expressly prohibited from subleasing the vehicle or assigning the lease or possession of the vehicle. The lessee declares under oath to tell the truth, that all of his data and background information provided regarding his identity, age, profession, marital status, address, physical and mental fitness to drive and possession of a legal license to drive a car are true, for Therefore, the tenant himself will be the sole and exclusive party responsible for the legal consequences that may arise from the possible falsehood of such information.

NINTH: The lessee expressly undertakes to observe and comply with all traffic regulations, provisions and ordinances, as well as the instructions issued by the authorities or their agents and to drive the vehicle with all the documents and licenses required by the authority. Any type of fine and sanctions issued in the name of him or any of the other authorized drivers under the terms of article eight will therefore be his exclusive responsibility. Now, since the lessor cannot physically or materially control the driving or driving of the lessee and taking into account that the observance of the provisions agreed upon in this clause or the veracity of the statements referred to in the previous one have been decisive for the conclusion of the contract, it is expressly stated that the

infringement of these or the falsity of these will exempt the lessor from all supervening liability, since such conduct exceeds the terms of the authorization of use conferred.

TENTH: If for any reason the lessee is prevented from driving the car, which is the subject of the contract, he must notify the lessor so that he, at the expense of the first, sends a person to drive the vehicle to the premises where he has been obliged to drive the vehicle. Return it. Likewise, in the event of any accident or damage caused to the leased vehicle or to third parties, their persons, vehicles or other property, the lessee must personally give notice. First: To the Carabinero of Chile, leaving a written record immediately after the accident or damage occurred and also having to request your breathalyzer at the nearest healthcare facility.

Second: To the landlord, detailing in writing the accident declaration. In turn, the lessee must follow the instructions given by the lessor regarding the transfer of the vehicle, being responsible for such expenses since the CDW referred to below does not cover them.

ELEVENTH: The lessee is obliged to use the vehicle according to its natural destination and therefore, and by way of illustration, it is stated that it will be expressly prohibited to: A) Allow it to be handled by any unauthorized person, even in a normal, occasional manner; B) Use it for purposes other than stipulated or usual, for paid transportation, or for use as a public service automobile; C) Use it in the transport of dangerous cargo or heavy packages or cargo that exceeds its natural capacity; D) Occupy it in dangerous or illicit tasks such as betting, challenges, races or other similar tasks; E) Towing or pushing other vehicles; F) Driving under the influence of alcohol, drugs or other narcotics; G) Driving without carrying the documents or licenses required by the authority; H) Take it outside the national territory or beyond the maximum radius indicated in this contract 1) Smoking or allowing smoking inside the vehicle.

TWELFTH: In those cases in which the lessee cuts the odometer, alters its mechanism or carries out any maneuver intended to prevent its correct operation, it will be presumed, without admissible evidence to the contrary, an average journey of 500 kilometers per day during the entire term of the lease with a minimum of 200 kilometers

Therefore, its final price must be calculated in accordance with what the aforementioned figure shows.

THIRTEENTH: The lessee will be responsible for any damage due to accidents that the vehicle may suffer until the moment of its return to the lessor in accordance with the terms of this contract, up to a sum equivalent to 400 UF,

Additionally, in the event of an overturn, 40 UF will be added to the total damage and in the event of total loss of the vehicle, 60 UF will be added to the total damage. However, the lessee may agree with the lessor to waive this responsibility by paying an additional sum, in which case this will be recorded in the contract. The fact of agreeing to such exemption from liability is called CDW Clause in this contract. Whether the tenant has agreed with or without a CDW clause; The lessee will always be solely and entirely responsible for the following concepts: A) Any damage caused to the automobile or its accessories by the lease or by a third party, whether the term of the contract or the authorized extension has expired; B) Damage caused to, or by property belonging to the lessee or persons in the leased vehicle, including things belonging to third parties that are transported in the leased vehicle; C) The loss of the species referred to in the previous letter, whether it occurs

before or after the return of the vehicle; D) Damages that occur in the verification of any of the prohibitions of clause 12; E) Contractual responsibilities of any nature; F) Damage suffered by the vehicle and that does not come from accidents incurred, with violation of any rule of the traffic ordinance and especially the following: 1) Disobeying the signaling of a traffic light or a police officer or not respecting prevention signs; 2) Driving at excessive speed or against the direction of traffic; 3) Overtaking another vehicle on curves, bridges, tunnels, level crossings, low level, over level or doing so when approaching the top of a slope; 4)

The driver does not stop after participating in an accident at the scene of the incident to collaborate in establishing its circumstances and assist the affected people; G) Expenses for transporting the vehicle after an accident; H) Theft, theft or partial losses; I) Destruction of your tires and/or rims in which there is or is not an accident or collision. In compliance with the provisions of art. in this contract.

FOURTEENTH: The lessor will assume responsibility for bodily injuries caused by accidents as long as they are covered by the mandatory personal accident policy law 18,490, which each vehicle has. Material damages that exceed the contracted deductible will be borne by the lessor.

FIFTEENTH: The lessee now authorizes the lessor to allocate and dispose of without further ado the sum deposited by him when signing the contract in order to pay A) The rental price; B) The highest value due to the delay in delivery;

C) The amount of the sum agreed upon under the CDW clause; D) Any other obligation of the lessee, especially damages to the vehicle not covered by the CDW clause, without prejudice to the lessor's right to collect the outstanding balance. The imputation will correspond to the creditor and in the absence of express manifestation it will be understood that it has been carried out by canceling the values expressed in preceding letters in the opposite manner to their statement in this clause. The outstanding balance will accrue interest equivalent to the maximum possible conventional stipulated for money credit or readjust operations from the day the vehicle should have been returned and the total final price paid and the date of the effective solution of the debt. Without prejudice to the foregoing, the lessee grants special and irrevocable power, in the terms of Art. 241 of the Code of Commerce to the lessor, so that through any of his representatives acting in his name and representation, he can subscribe and complete the coupon. credit card charge with its respective authorization code.

SIXTEENTH: The lessor's business is to lease vehicles without a driver and therefore if the lessee wishes to use one, he must have the lessor's authorization in the forms indicated in article 8. The lessee will not be released, in case any of the obligations and pecuniary responsibilities contracted by this contract or that may arise from the application of its clause.

SEVENTEENTH: The parties declare that they have carefully read this contract and have understood it, that they are bound by the obligations they contract and that they accept them in all their parts without reservations.

EIGHTEENTH: For all effects derived from this contract and the actions that may arise from it or from the use of the vehicle that is rented, the parties establish their domicile in COYHAIQUE and submit to the jurisdiction of the competent courts thereof. For this purpose, they renounce any jurisdiction or privilege that may apply to them.

Note: any vehicle returned to another office than the one of its origin will have a surcharge