



# **General Vehicle Leasing Conditions**

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**Urban Mobility SpA**

**Cerro Colorado 5240, Torre I, oficina 602,  
Las Condes, Santiago**

**Chile**



## GENERAL VEHICLE LEASING CONDITIONS

These General Vehicle Leasing Conditions are an integral part of the Leasing Agreement for all pertinent legal and contractual purposes, and they will regulate the contractual relationship between **Urban Mobility SpA**, a commercial company, taxpayer identification number 77.384.098-4, represented by Juan Sebastián Garib Zalaquett, national identity card number 7.276.250-9, both domiciled at Av. Cerro Colorado 5240, Tower I, floor 6, Las Condes, Santiago, hereinafter the **“Lessor”** or **“Sixt Chile,”** and the identified Customer, hereinafter also the **“Lessee”** or **“Customer,”** under which the Lessor leases a Vehicle, hereinafter the **“Vehicle,”** to the Customer for the period, at the price and under the other conditions set down in the Leasing Agreement and Appendices thereto, hereinafter the **“Leasing Agreement”** or simply the **“Agreement”** or the **“Lease”**:

### LEASING REQUIREMENTS

The Customer must meet the following requirements:

1. Have an identity card or passport, both valid on the date agreed for Vehicle return.
2. Be 21 years of age on the date the Vehicle was leased.
3. Hold a validly issued driver’s license that authorizes the Customer to drive the type of Vehicle leased. Foreign driver’s licenses are acceptable that allow the driver to drive the reserved Vehicle and are valid at least through the date agreed for return of the leased Vehicle. If the driver’s license is in a language unknown to Sixt Chile (Arabic, Chinese, Japanese, Slavic and other languages), the Customer must provide a validly issued international driver’s license.

### LEASE GUARANTEE

The lease may be guaranteed only by the following credit cards: Visa, American Express, Mastercard and Diners. Visa Electron, debit cards and checks are not acceptable for the guarantee. The cardholder must be present at the time the Vehicle is picked up and sign the respective Leasing Agreement.

Sixt Card Express cards are only acceptable in combination with a valid credit card.

### VEHICLE USE



1. The Lessee will receive the Vehicle described in the Leasing Agreement in good operating condition, with no flaws, with all documentation, keys, transponder, tools, accessories and everything described in the certificate of delivery to be signed by the Customer. The Customer has the obligation to conduct a visual inspection of the conditions of the automobile, its state and accessories. Failing to conduct this inspection is the exclusive responsibility of the Lessee.
2. The Lessee promises to use the Vehicle and its accessories diligently, according to the manufacturer's specifications, which it declares that it knows, and promises to return them in the same condition in which they were delivered. The Lessee must also allow the pertinent safety inspections and drive the Vehicle in observance of traffic laws.
3. The Lessee will receive the Vehicle with a full gas tank and promises to return it in the same condition. Otherwise, the Lessee must pay the difference at CLP\$1,200 plus VAT per liter of gasoline or CLP\$1,000 plus VAT per liter of diesel fuel (which includes an administrative fee). This sum will be charged to the guarantee left by the Customer. In some reservations, refilling the fuel tank may be included in the rate when requested by the Customer in its reservation, and it will be added as an additional charge, which means the Vehicle can be returned without refilling the tank or any charge additional to what has been paid. No reimbursement will be made if the Vehicle is returned with a full tank.
4. The type of fuel is indicated on the fuel tank cap. Should the Customer fill the Vehicle with the wrong fuel by mistake, the Lessee will be charged for any damages to the Vehicle.

## **RESERVATIONS**

1. Only the type of Vehicle is confirmed at the time the reservation was requested, but not the specific make, model, color and/or equipment unless Sixt Chile expressly promises by e-mail to provide the Vehicle especially requested by the Lessee.
2. Reservations can be cancelled or annulled before the lease begins by e-mail duly confirmed by Sixt Chile. In this case, the cancellation or annulment must be requested within 10 days after the service has been contracted and before it has been provided, under the following conditions:
  - a) For reservations with payment at destination: if the Customer does not cancel or annul the reservation and does not appear on the date and time reserved, the Vehicle will be kept available for no more than one hour. After that period, the reservation will be marked NO SHOW and the Vehicle will be released for lease by others.
  - b) For prepaid reservations: If the Customer does not cancel or annul the reservation before the start of the Lease, SIXT will keep the Vehicle available for the entire period of the reservation and will not reimburse the prepaid amount. If the Customer gives notice before the reservation begins, the cancellation fee will be the lease



price, limited to 3 days of leasing. This does not mean that the dates and times originally established may be changed, and the Agreement will inevitably end on the agreed date. Moreover, no money will be refunded for hours or days not used.

3. Cancellations and annulments must be notified to Sixt Rent a Car Chile by email to [reservas@sixt.cl](mailto:reservas@sixt.cl). In the case of No Shows, meaning the Customer did not pick up the Vehicle and gave no notice to SIXT Chile, the entire prepaid amount will be retained.

### **AUTHORIZED DRIVER, PERMITTED USERS**

1. The Lessee will have to present a valid, effective driver's license at the time the Vehicle is delivered to drive the Vehicle leased. The license expiration date may be no earlier than the date agreed for the end of the Lease. The Vehicle may only be driven by the Lessee or by the individuals expressly designated in the Leasing Agreement. Additional drivers must also show their identity card and driver's license, and they must provide their personal information for inclusion in the rental system. The Lessee will be responsible for additional drivers having the necessary documents allowing them to drive.

2. The Vehicle will only be used on public roads and highways (that appear on official maps). Driving on unpaved roads like, for example, the Southern Highway, is allowed only using Vehicles of the following type: IDAR, IFAR, IFAN, SFAR, JFAR, SQMR, FQAR, FDMR, XPNQ, XPND, XQND, XQMQ, XPMQ and XPMD.

The Lessee is expressly forbidden to:

- a) use the Vehicle in races, contests or challenges of any nature.
- b) use the Vehicle for practice driving and/or road testing.
- c) carry people or merchandise for pay.
- d) use the Vehicle for profit, either by subleasing it or otherwise.
- e) commit criminal acts with the Vehicle.
- f) drive the Vehicle under the influence of alcohol, drugs, psychotropic substances or while suffering any illness that makes the Lessee incapable of driving.
- g) use the Vehicle to tow other Vehicles.
- h) continue using the Vehicle even though it is exhibiting warning signs and/or alarms alerting to potential damage.

- i) carry toxic, flammable and/or hazardous substances.
  - j) use the Vehicle in any way that is forbidden by the manufacturer according to the respective manuals, which the Lessee declares to know and accept.
  - k) intervene in, remove or manipulate any part of the Vehicle without specific authorization from Sixt Chile.
  - l) manipulate, remove or dismount the transponder from its installation location.
3. The Vehicle may not leave the country temporarily or definitely unless authorized by Sixt Chile on an exceptional basis.
  4. The Lessee will be personally, jointly and severally liable for the individuals driving the Vehicle during the lease period, whether or not it was under the Lessee's authorization or known to the Lessee.
  5. Notwithstanding the Lessee's liability to third parties, should any of the circumstances listed in points 1 to 3 occur, the Lessor will terminate the Agreement immediately and claim an indemnity for damages and injuries, including business interruption, caused by the particular breach. The indemnity may be charged to the guarantee left by the Customer or otherwise, the Lessor may take legal action to claim such indemnity.

#### **CHARGES FOR VEHICLE LEASE**

1. The charges for Vehicle lease are the charges listed in the respective Leasing Agreement. The minimum rent will be one day (24 hours) unless a special price or rebate has been agreed.
2. The rates set by Sixt Chile are flexible and may undergo change without prior notice, except for corporate agreements with defined periods of effectiveness and for confirmed reservations, in which case the prices set for the lease period defined in the reservation will be respected. In any case, the rent will be at the rate prevailing at the time of the reservation or signature of the Leasing Agreement, as the case may be.
3. The Lessor reserves the right to change the rent, charges and discounts that contain an obvious error or that occur because of incorrect information provided by the Lessee.
4. Costs, such as gasoline, home delivery or return and other costs, are not included in the Vehicle rent. Additional fees such as child seats, navigation systems and the like, will be charged at the rates prevailing at the time of the reservation.

A replacement fee of CLP\$100,000 plus VAT will be charged for any loss or damage to portable GPS equipment.

5. The Lessee may return the Vehicle at the same branch where they picked it up or at another branch, which will be at no additional cost provided it is in the same city as pickup.

The branches available for delivery and/or pickup of Vehicles are:

Offices	City
Andrés Sabella Airport, Antofagasta, Counter 12	Antofagasta
Av. Isidora Goyenechea 2897, Office 8	Las Condes
La Araucanía Airport, Counter 3	Temuco
El Tepual Airport, Counter 10	Puerto Montt

The Lessee may also request that the Vehicle be delivered and/or picked up at their address or at another mutually agreed location (after confirmation of feasibility by the Lessor), which will entail an additional cost to the Lessee, depending on the delivery and/or pickup location.

A fee of CLP\$5,034 plus VAT will be charged for each service requested in the municipalities of Lo Barnechea, Vitacura, Las Condes, Providencia, La Reina, Ñuñoa and Santiago in the city of Santiago. A price of CLP\$8,395 plus VAT will be charged for each service requested for the other municipalities inside the Américo Vespucio radius. The Customer must contact the Sixt Chile offices to learn whether it is feasible to provide the service and the price for municipalities outside of the Américo Vespucio radius and in other cities in Chile.

A price of CLP\$16,807 plus VAT will be charged for each delivery and/or pickup outside of office hours.

6. Save written agreement otherwise, the Lessee must reimburse the Lessor for the costs of returning a Vehicle in a region other than the region of the original office, at the prices set by Sixt Chile.

Segment	Price
Antofagasta – Santiago (vice versa)	\$ 308,000 plus VAT
Antofagasta - Temuco (vice versa)	\$ 495,000 plus VAT
Antofagasta – Puerto Montt (vice versa)	\$ 583,000 plus VAT

Feasibility and the prices of returning a Vehicle in other cities not indicated in this table must be requested at [reservas@sixt.cl](mailto:reservas@sixt.cl).

7. The Lessee expressly and irrevocably authorizes the Lessor to debit their credit card or charge the guarantee for all costs of pickup/delivery and any other sum owed under the Agreement, including, merely by way of example, but not restriction:

- the amount of any fines and/or penalties imposed by the competent authority.
- the amount of any damages and missing items (regardless of origin, whether or not hidden).
- charges for late delivery, even when it was not due to negligence or willful misconduct.

The Lessee also agrees that the Lessor may charge the administrative and/or professional costs caused to the Lessor by such breaches.

**EXPIRATION, TERMS OF PAYMENT, GUARANTEES**

1. Rent and the price of any other additional service contracted expire and are payable at the start or end of the Leasing Agreement. For monthly leases, the Agreement will expire on the same day in the following month.
2. Rent and other agreed additional charges under prepaid reservations will be payable at the time of the reservation and will be charged to the credit card given by the Lessee as the form of payment.
3. Lessees will leave an amount corresponding to the total rent plus one fixed-amount guarantee on their validly issued and effective credit card through the date agreed for termination of the Leasing Agreement, based on the type of Vehicle reserved, as shown below.

Type	Guarantee in CLP\$
IDAR, IFAN, CDMR, ECMH, SFAR, JFAR	400,000
IFAR, SQMR, XPMQ, XPMD, XPNQ, XPND, XQND, FQAR, FDMR, CLAR	500,000
FFAR	700,000
LFAR, XFAR	1,000,000

This is done to cover any sum that must be paid on an extraordinary basis or due to an additional event.

4. The guarantee will cover any obligation or liability of the Lessee to the Lessor. The Lessor is authorized to apply the amount of the guarantee towards obligations arising from such liabilities, notwithstanding the right to claim any amount exceeding the guarantee.
5. Save agreement otherwise by the parties, the rent, the guarantee and all other charges will be made to the credit card given by the Lessee.

6. Lessee may request an itemization of the fees charged within a period of 30 days after receipt of the bill and/or invoice in order to contest them.

7. For corporate credit accounts, the invoice must be paid 30 days after the date of receipt of the invoice by the company. The company will become delinquent or simply be delayed as of the day following expiration of the corresponding payment obligation, with no need to make any request. Interest may be charged in the event of delinquency or simple delay, calculated on the basis of the maximum legal rate.

## **INSURANCE**

1. The leased Vehicle has Collision Damage Waiver coverage in the event of damage to the Vehicle, theft, fire and damage caused by force majeure. The liability for the Vehicle can be limited to the following deductibles per occurrence under the CDW coverage.

- The deductible is UF 10 plus VAT for all Vehicle types in the event of a collision.
- The deductible is UF 20 plus VAT for all Vehicle types in the event of overturning.
- The deductible is UF 30 plus VAT for all Vehicle types in the event of theft.

The Lessor will provide the following coverage should the Lessee cause damage to the leased Vehicle and damage to third-party property or third parties:

- Damage to the leased Vehicle, limited to the commercial value.
- Civil liability for physical damages, limited to UF 1,000.
- Civil liability for moral damage, limited to UF 1,000.
- Civil liability for business interruption, limited to UF 1,000.

The Lessee will be directly liable for any damage exceeding the above limits. The Lessor reserves the right to take all legal actions against the Lessee seeking reimbursement of the expenses it has incurred that are not covered by the policy or that the insurance company refuses to cover in the loss for reasons attributable to the Lessee.

2. CDW coverage is included in the rent, but the Lessee may reduce the collision damage waiver deductible from UF 10 plus VAT to UF 6 plus VAT by contracting daily coverage (TOP COVER) for a daily price of CL\$3,361 plus VAT.

3. If the Lessee declines or does not contract CDW coverage, they will be liable for all breakdowns and damages occurring to the Vehicle and for the full amount of the Vehicle value and for all damages caused to other vehicles or third parties. The Customer must leave a letter of express refusal of the insurance additional to the amount left in guarantee under the Leasing Agreement and an additional guarantee for the full value of the automobile.

4. Ruptured tires and tire damage are excluded from CDW coverage.



5. The insurance coverage excludes damage to people and things caused by the Lessee's willful misconduct or by other reasons or motives attributable to the Lessee or by the Lessee's negligence because of which the insurance company does not cover the loss. Such damages will therefore be the full liability of the Lessee.

6. Coverage will not apply to losses when the Vehicle driver was not the authorized driver, was not in possession of a valid driver's license or violated any of the clauses in the General Leasing Agreement Conditions or traffic laws.

7. If the above insurance has been contracted and a loss occurs, the Lessee will be liable to the Lessor only for the value of the deduction and/or deductible, except for:

- Damages caused by the Lessee or any individuals for whom it is responsible due to willful misconduct or other motive or reason attributable to the Lessee or to the Lessee's negligence because of which the insurance company does not cover the loss.
- If the Lessee does not provide the accident report or the damage report or does deliver it but does so late or incompletely or any such report contains false facts and information.
- For damages caused to the Lessor by failing in the duty to help or the obligation to request a police presence unless such damages were not caused by the Lessee's willful misconduct or gross negligence.
- Whenever the cause of the damage is an unauthorized driver, as indicated in the preceding paragraphs.

The limit or contractual liability discussed in this point will only be effective while the Leasing Agreement is in force.

8. The Customer may contract "Tire and Windshield" coverage for damages occurring to both such parts of the Vehicle during the lease. The price is CLP\$8,400 plus VAT per day of rental, limited monthly to CLP\$159,400 plus VAT. This protection excludes tires damaged by misuse, especially wear from participating in clandestine or unauthorized races. A simple sworn statement must be made by the Customer to activate this coverage, if it has contracted it, should there be any damage during the lease.

#### **ACCIDENT, THEFT, REPORTING OBLIGATION**

1. The Lessee must do everything possible to protect the interests of the Lessor in the event of an accident, theft, fire and/or damage caused by nature and, generally, any alleged damage.

2. In the event of a minor accident, meaning no people are injured, the Lessee must contact SIXT immediately and complete the simple sworn statement form and provide all information on the occurrence. Nonetheless, the insurance company may require that the Lessee file the corresponding claim with the competent court (for theft and major accidents).

The Lessee must immediately report any robbery, theft, misappropriation or a major accident with injuries to the police station closest to the place where the event occurred and give notice thereof to SIXT.

The Lessee has the obligation to provide the utmost information, especially if there is a third party involved. After that, all information must be sent as soon as possible to the Sixt Chile offices to complement the information contained in the accident report. If the Lessee refuses to do this, regardless of whether the Lessee or a third party is at fault, there will be no type of coverage by the insurance company and the Lessee will have to defray the associated costs.

When a leased Vehicle is damaged in an accident that was caused by another vehicle or a third party who has been clearly identified and all the pertinent measures have been taken to activate the insurance, the Lessee will be liable only for payment of the collision, theft and overturning deductibles described in point one of the insurance section above.

#### **LESSOR'S LIABILITY**

1. Sixt Chile will not be liable for objects inside the Vehicle being stolen while the Lessee is in possession of the Vehicle. Sixt Chile will also not be liable when those items may have been lost or damaged during an accident.
2. A Vehicle loss does not automatically imply the Lessor's obligation to provide a replacement Vehicle. An available Vehicle will be delivered should this occur.

#### **LESSEE'S LIABILITY**

1. The Lessee will receive Vehicles in proper condition of maintenance and conservation, with all equipment and with the chassis details, all set down in the Certificate of Delivery signed by the Customer upon picking up the Vehicle. The Customer promises to return the Vehicle to Sixt Chile in the same conditions, with all accessories, parts and components. The Lessee is liable to the Lessor for any damage or theft of the Vehicle and generally for any damage due to contractual default, save the limitations on liability contracted by the Lessee. The governing law will apply to anything not regulated in these conditions.
2. The Customer and/or the Lessee will be liable, without limitation, for any infringement they may commit during the rental, especially for traffic violations. The Lessee will release Sixt Chile from any penalty, fine, charge, surcharge and generally any type of cost imposed upon Sixt Chile for this reason. The Lessee irrevocably authorizes Sixt Chile to make delayed charges to its credit card for any traffic fine received after the lease has ended.

The Lessor will charge the Lessee a traffic fine administrative fee of CLP\$10,000 plus VAT for each fine processed.



3. Additional insurance contracted will not cover damages caused inside the Vehicle, such as broken parts and components, torn seat covers, damages to screens and accessories or the loss of the Vehicle key, all of which will be the expense of the Lessee.

4. The Lessee is not authorized to place a tow hitch or to make any change to the Vehicle to install an accessory without prior authorization from Sixt Chile. Otherwise, the damages to the Vehicle will be the expense and responsibility of the Lessee.

5. The charges for repair and/or replacement of accessories for which the Lessee is liable will be accompanied by the cost report received from each supplier, with no additional surcharge by Sixt Chile.

#### **RETURN OF VEHICLES**

1. The Leasing Agreement will be for the initially agreed duration at the end of which the Customer must return the Vehicle to Sixt Chile. This notwithstanding, rentals may be extended provided the Lessee gives notice of that extension to any of the offices of Sixt Chile before the end of the Agreement and provided this extension is accepted by Sixt Chile. Should the Lease be extended for more than 30 days, the extension of the Agreement must be made in person in the offices of Sixt Chile, the first month's rent must be paid, and the credit card guarantee must be renewed.

2. The Lessee is obligated to return the Vehicle, including the keys, documentation and all accessories, in the same condition in which they were delivered, in the agreed location on the date indicated in the Leasing Agreement. The return must be made during regular office hours of Sixt Chile.

3. Sixt Chile will have the right to take the necessary legal actions to recover a Vehicle as soon as possible when the Customer does not request a rental extension and does not return the Vehicle on the date indicated in the Agreement.

4. The rate set in the Agreement will apply for the period specified in the lease. Any unagreed delay will be charged at the rate prevailing at the time of the expiration of the period specified in the lease.

5. The Lessor will have the right to charge the Customer for the replacement of any missing accessories and/or documents of the Vehicle (not covered by insurance).

#### **MEANS OF PAYMENT**

The means of payment of Vehicle rental are: debit cards, credit cards (Visa, American Express, MasterCard, Diners Club) and cash. Only the credit cards indicated above will be accepted for internet reservations by Customers to take advantage of an offer, which must be prepaid on the website.

## **AGREEMENT TERMINATION**

1. Sixt Chile will have the right to terminate and put an end to the Leasing Agreement immediately should the Lessee delay more than 7 days in paying the sums owed and should any of the following events occur:

- a) The Lessee uses the Vehicle in an unfit manner or causes damage to the Vehicle by willful misconduct or negligence. An event of immediate termination of the Agreement will also be failure to give the Lessor notice of the need for maintenance or inspections of the Vehicle.
- b) A violation of traffic laws and of the obligations in this instrument.
- c) A high accident rate of the Lessee, which Sixt will evaluate case by case based on the number of accidents and/or the value of those accidents.
- d) The Lessee fails to comply fully and opportunely with any of the obligations in this Agreement or fails to comply full and opportunely with the obligations it has assumed in respect of Sixt Chile in any instrument.

## **RIGHT OF RETRACTION**

The right of retraction is accepted whether or not the Lessee has prepaid the rent, and that right of retraction may be exercised and, consequently, the reservation may be terminated provided it is done within 10 days after confirmation of the service and always before the Leasing Agreement begins. In this case, the Lessee must request cancellation by e-mail to [reservas@sixt.cl](mailto:reservas@sixt.cl), and that cancellation must be confirmed by Sixt Chile.

Should the Lessee fail to exercise this right by the aforesaid deadline, Sixt Chile will have the right to retain all of the rent and the price of the other additional charges in the Agreement. In any case, Sixt Chile will always have the right to withhold the sums for services that have already been provided before the cancellation or annulment.

## **ELECTRONIC COMMUNICATION**

Sixt Chile makes the following e-mail address available to its Customers for any questions, doubts or claims: [reservas@sixt.cl](mailto:reservas@sixt.cl). Customers may also call the following phone number: +56 600 367 02 00.

Sixt Chile does not ask for any personal or financial information by e-mail or by any other written medium.

## **HOW TO CONTRACT SERVICES THROUGH SIXT.CL**



The following steps must be taken to contract the services of Sixt Chile on the website [www.sixt.cl](http://www.sixt.cl):

- a) Go to [www.sixt.cl](http://www.sixt.cl)
- b) Put the place, date and time of delivery and return of the Vehicle and then click on “calculate price.”
- c) Look for the type of Vehicle you wish to rent and click on “Choose a Vehicle.”
- d) Customers may add additional services in the section “Select Rate and Extras,” and see the total price payable. There they may also view the General Leasing Terms and Conditions (left side of the page). To make a reservation, click on accept “rate and conditions.”
- e) Information: Personal information must be provided as well as flight information, if any, and then click on “Reserve now.”
- f) Finally, you will receive a confirmation number with some recommendations to speed up the rental process. You will receive a PDF document with all details at the e-mail address you have provided.

## **ADDITIONAL CONDITIONS**

1. Newsletters: Lessees agree to receive information from Sixt Chile and the international network at the e-mail address they record when making a reservation. Lessees may unsubscribe at any time to stop receiving this information.
2. Transponders:
  - a) Electronic tolls in the urban radius of Santiago and wherever the transponder system is used will be charged per use at the end of the rental period and/or otherwise for a fixed amount daily that is CLP\$5,033, limited to CLP\$75,495. The form of collection will be defined prior to the start of the Leasing Agreement.
  - b) The Lessee must inform the Lessor in writing of the loss, theft or robbery of the transponder. This device is not covered by insurance or any contractable coverage, and replacement is the responsibility of the Lessee. In such cases, the cost must be paid to the Lessor, which is appraised at 3 Monthly Tax Units plus VAT.
3. Repairs: The Lessor will make repairs at vehicle manufacturer official and/or authorized repair shops.
4. Currency: The UF (Unidad de Fomento) rate will be consulted daily on the website of the Internal Revenue Service of Chile in order to make the conversion to Chilean pesos (CLP) in contracts in which the UF is used.



5. Roadside Assistance: Roadside assistance is available for the Vehicle 24 hours a day in the event of an accident or breakdown. Roadside assistance does not cover the cost of replacing keys, changing batteries, or cleaning the fuel tank if the Customer mistakenly fills it with a fuel other than the one used by the Vehicle.

6. In compliance with article 4 of Law 19,628, the Lessee expressly authorizes the Lessor to inform a personal data bank of a delinquency or incompliance with the monetary obligations of the lease expressed in this Agreement.

7. Foreign individuals and companies cannot deduct VAT from the Lease Agreement price.

8. Notice: The parties state their domicile to be the city of Santiago, Chile, for all purposes deriving from this Agreement, from the actions that may result from it or from use of the Vehicle being leased, and they hereby submit to the jurisdiction of its courts of justice and waive for this purpose any forum or privilege available to them.