

-MASAI CAMPERS RENTAL CONDITIONS



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1. VEHICLE PICK-UP & DROP-OFF

1.1. Late Returns: The vehicle must be returned (with the keys) to the return location on the return date with the same amount of fuel, the same hour of pick up and in the same conditions as it were at the Start Date. Failure to adhere to these obligations will result in a late return fee of \$70.000 (Chilean pesos) and/or extra fees for damages.

1.2. Late pick-up or early return: Late pick-up or early return of the Vehicle does not entitle the hirer to any refund of the unused portion of the rental.

1.3. Change of Drop-off Location: Changes in the drop off destination must first be authorized by the reservation center in Santiago. Subject to the change being approved, an additional charge of \$350.000 (Chilean pesos) may apply which will be notified to the hirer 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.

1.4. Remote Location Fee: An additional remote location fee of \$30.900 applies to all round trips (pick-up and drop-off in the same city). If the pick-up and drop-off are not in the same city, only the One-way fee applies (no remote location fee).

1.5. One-Way Fee: One-Way rentals are available between all branch locations. A One-Way fee of \$320.900 CLP applies for rentals to San Pedro de Atacama, Santiago, Arica, Puerto Varas and Punta Arenas.

1.6. Toll Fee: An additional fee of \$11.900 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.

1.7. Argentina Crossing Fee: It is mandatory to purchase a permit and an insurance to cross with the vehicle to Argentina. The permit and insurance are valid for multiple entries to Argentina. Documents require 2 working days to be processed and the period category of those permits has to correspond to the total rental period.

1.8. All Masai Drop Off Depots: The vehicle must be returned in a clean state as was on the Start Date. Failure to adhere to these obligations will result in a cleaning fee of \$80.000.

2. Rental Period, Extensions & Cancellations

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

2.2. Minimum rental period: 15 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.

2.3. Extensions of the rental term should be authorized by Masai, subject to availability, and at the current rental rate

(the rate applicable on the day of extension, which may differ from the original booked rate). The extension fee must be paid immediately by credit card on confirmation of the rental extension. 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.

2.4. Extensions with Argentina Border Crossing: There are two options to extend the rental period while in Argentina:

2.4.1. To cross the border back to Chile before the expiry date of FU document without any charge and keep travelling in Chile.

2.4.2. To cross the border back to Chile before the expiry date of FU document, get a new FU document from Masai at the normal daily rate and cross again to Argentina with the new document as many times as the Hirer wants.

2.5. Cancellation Fee: The free cancellation period is 31 days or more prior to pick up. In the event that the hirer cancels outside the previously mention period a fee will be applied 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

3. Branch Operating Hours

3.1. Opening Hours: Masai in Santiago is open Monday to Friday, from 9.30 am to 6.00 pm and Saturday from 9.30 am to 13.30 pm. Our Agents in other regions are available 6 days per week with the same schedule. You should collect the vehicle from or return it to the office by 5.00 pm. Branches are closed on public holidays.

3.2. Late Return: Pick up or drop-off of the Vehicle after business hours must first be approved by the destination branch. Failure to obtain authorization will result in a daily fee of \$80.000 CLP in addition to the daily rate.

3.3. Public National Return Fee: A surcharge of \$50.000 will apply to all rentals picked up and/or dropped off on National public holidays. This will be applicable only with prior, written authorization by Masai.

4. Infringements

Any offences committed during the Rental Term involving the use of the vehicle, especially a speeding offence or related to the breach of the applicable law is the Hirer's responsibility. In case of

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any offence, Masai will notify the Hirer and charge any infringement fee and costs that may be payable because of an infringement notice served on Masai for any offence including an administration fee of \$35.000 + VAT per each offence. This procedure can take up to 15 months.

5. License & Age of Hirer

5.1. License: A current and full (non-probationary) motor vehicle driver's license is required and must be produced upon vehicle collection. Foreigners must use a foreign license, with the Spanish translation of its text.

5.2. Age of Hirer: Drivers must be 18 years old for all vehicle rentals except for the 4WD rentals which is 22 years.

6. Limited Km's

The price has no limits of km's per day.

7. Fuel Consumption

Fuel consumption varies according to vehicle type, driving conditions and the way the vehicle is driven. Masai Campervans run approx. 7-12 km/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. Masai Campers does not refund any hire costs related to excess fuel consumption.

8. Extra Drivers

There is no extra fee for additional drivers – up to 3 drivers maximum. Extra driver (from 4 drivers) will be charged \$10.000 Chilean pesos/rental day.

9. Area of No Use

The driver should drive carefully, especially in roads like "Ruta 40" in Argentina and "Carretera Austral" in Chile. It is prohibited to use the vehicle on the unpaved road between El Cerrito and Fuente Del Coyote, the Hirer has to drive through Esperanza to get to both cities. Masai Liability Reduction Options do not cover any damage incurred in that road.

10. Unforeseen Events

Sometimes due to unforeseen circumstances (crash, vehicle theft, etc.), Masai is unable to supply the vehicle requested. Masai Campers will take no responsibility if the booked vehicle is not physically present in the depot and therefore not available due to external conditions beyond Masai's control. Masai will always make all efforts to supply a vehicle of similar quality and characteristics.

11. Rental Refusal

Masai Campers reserves the right to refuse any rental, or the continuation of any rental at its discretion.

12. Payment Terms

12.1. Payment: 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 Hirer's credit card.

12.2. Permitted Payment Cards: The following credit or debit cards will be accepted: Visa, MasterCard, and American Express (Cheques are not accepted). For the purpose of the Vehicle Security Deposit only one of the driver's credit card is acceptable.

13. Currency Fluctuation

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 charged against the Hirer's credit or debit card and the amount refunded. Masai Campers accepts no liability for any such variation.

14. Liability

The Hirer 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 the Hirer's full expenses. Exclusions to liability reduction are detailed in Point 15.

It is the Hirer's responsibility to take all reasonable steps to properly maintain the vehicle, including daily checks of the oil, tire pressure, water and batteries, and to inform Masai immediately if vehicle warning lights indicate any potential malfunction. Failure in these obligations may result in engine damage, and will be at the Hirer's full expenses. Considering that Masai is the unique owner of the vehicle, the Hirer shall not agree, attempt, offer, or sign any agreement regarding the vehicle. The Hirer shall not make any alterations to the vehicle without the prior written consent from Masai. Masai 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. Masai will advise the Hirer on pick-up of any travel restrictions known at the time. If Masai mandates a change in drop-off location, fees as per change of drop-off destination will not apply.

15. Damage Cover

Damage cover is available subject to the terms of the Vehicle Rental Agreement. This means that Masai will indemnify the renter against loss and damage that he/she sustains as a result of an incident whilst the permitted driver is driving the rented Masai vehicle. However, Masai will only do so provided the hirer has complied with the terms of the Vehicle Rental Agreement and the EXCLUSIONS listed in this document and has paid the applicable amounts set out above within the timeframes set out in the Hirer Vehicle Rental Agreement.

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15.1. Guarantee

The Hirer's liability may be reduced by taking out the Liability Reduction coverage. Any Guarantee applies with respect to each incident/event, not rental. All guarantees last for 30 days. In case of rentals longer than 30 days, a re-authorization of the guarantee will be made by Masai automatically after 30 days.

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).

The Liability Reduction applies with respect to CDW (Collision Damage Waiver). The CDW covers damages to third-party of up to 1.000 UF (Unidad de Fomento). If damages to third-party are higher than that amount, the Hirer will respond for the extra costs involved. In case of an accident with a third-party, the Hirer will be responsible for damages 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 provided Masai Campers is 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 Hirer should provide all the information and assistance required by Masai in handling any claim, including attending Court to give evidence.

The Damage costs to the vehicle, are mentioned as a reference at the end of this document.

15.2 Exclusions

In case of a theft of the vehicle, the Tenant will be responsible for costs of up to 2.500.000 CLP in case of a 2WD Vehicle and 3.500.000 CLP in case of a 4WD Vehicle.

Damages 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). This 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 Hirer will be charged up to 2.500.000 CLP for 2WD vehicles and 3.500.000 CLP for 4WD vehicle in case of a single vehicle accident;

- A collision with a fixed object;

- Accident while reversing;

- Accident/fine while not respecting the stop signs, red traffic lights or any traffic signs;

- Accident/fine while driving over the speed limit;

- Accident because of 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 due to leaving the vehicle unoccupied with the ignition key inside;

- Damage to the vehicle on its underbody, roof (rooftop tent damages included), interior or tires (bladder 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 because of using the vehicle to carry passengers or property for hire or reward; carrying 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 because of using the vehicle to carry volatile liquids, gases, explosives or other corrosive or inflammable material;

- Damage because of using the vehicle to carry animals, excluding registered dogs;

- Damage because of using the vehicle on unfit roads for the car;

- Damage for starting or driving the vehicle, that has been

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involved in an accident, damaged by rollover, water submersion or any other failure or inconvenience without previous and written permission from Masai;

- Any damage/loss of personal items resultant from theft/fire or break-ins. Masai 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 in this Car Rental Agreement and/or drivers who 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 Hirer fails to do the following:

- Report any incident to the police or other proper authority, and to Masai, within 24 hours thereof.

- Deliver (to Masai) any summons, complaint, claim or other legal process that the Hirer receives regarding any loss or damage involving the vehicle with 24 hours of such receipt.

- Immediately rectify and inform Masai of any vehicle defect which the Hirer becomes aware or which the Hirer should have been aware.

- Not to make any false or misleading statement to Masai.

To use the option of Liability reduction, the Hirer should provide all the information and assistance required by Masai in handling any claim, including attending Court to give evidence.

15.3 Replacement Vehicle: If the vehicle is un-drivable after an accident and the Hirer would like to have a replacement vehicle, it will be subject to time, distance and availability. In any case, the Hirer must make it (at the Hirer's expense) to the nearest Masai branch. To access to the replacement vehicle the Hirer should agree to 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.

15.4 Guarantee Fund: On pick-up of the vehicle, Masai will hold a guarantee on the Hirer's credit cards (no cash or debit card guarantee allowed). Masai will deduct from the Guarantee Fund any amounts due to damages, infringement of this Agreement or payments agreed. The Guarantee Fund is fully refundable, provided the vehicle is returned on time and if the Hirer fulfills all the drop-off conditions.

15.5 Travel Insurance: Masai recommends that the Hirer obtain separate travel insurance. However, Masai does not provide or arrange insurance of any kind. Masai is not an insurer and clause 15 gives only a limited indemnity and is not intended to create a contract of insurance.

16. Maintenance & Repairs

16.1 Payment of Repairs: For all repairs, Masai will need to be informed and confirm the repair in advance. Repair will be reimbursed if the Hirer 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 Hirer 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 4% administration fee).

16.2 Minor Accessory Malfunctions: Malfunctions of stereo systems, interior lights, air-conditioning, sink water pumps etc. are not considered mechanical breakdowns and repair costs or downtime will not be paid.

16.3 Destroyed Tires: In case of a destroyed tire, the Hirer must replace the tire by a new one of same size. Failure to do so will involve charging the cost of a new tire of correct size at drop off time.

16.4 Breakdowns: In case of any breakdown, regardless of who is at fault, the Hirer must bring the vehicle back to the nearest Masai branch. The Hirer will not abandon the vehicle.

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16.5. Breakdowns in Argentina: In case of breakdown in Argentina, regardless of who is at fault, the Hirer must pay the mechanical costs. In case that Masai is liable for the breakdown, those costs will be refunded to the Hirer after drop off at ARG/CLP rate of the day of payment (check sii.cl).

17. On Road Assistance

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 Hirer has the right to require On Road Assistance. The service is available 24 hour all days, including weekends and public holidays.

Any problems associated with the vehicle, including equipment failure, must be reported to Masai within a maximum of 24 hours in order to give Masai the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Masai reserves the rights not to accept liability for any claims submitted after this period.

17.1. Masai reserves the right to not rectify problems which are under the responsibility of the Hirer, listed below:

- The vehicle running out of fuel;
- The keys locked inside the vehicle or lost;
- Flat batteries caused by incorrect usage of the batteries and or incorrect usage of any equipment that requires the batteries to operate;
- A breakdown caused by damage in an accident;

- A breakdown caused by willful neglect;
- A breakdown caused by driving in sand, water or mud;
- Getting stuck in sand or mud;
- Any damage caused to the vehicle due to the use of inappropriate snow chains;
- Any inadequate use of the vehicle as stated in point 14.

In these cases all recovering and towing costs are to be borne by the Hirer and Masai has the right to charge a higher amount than the guarantee/ liability reduction held on the credit card. In any case of breakdown or accident in Argentina, the Hirer must bring the vehicle back to Chile through the border authorities.

18. Limitations of Responsibility

Under no circumstances will Masai be liable to the Hirer for indirect damages (including Hotel/tours reservations, airplanes tickets, Bus or ferry tickets, etc), loss of profits, consequential, special or punitive damages. If the Hirer was not able to use the vehicle due to an act or situation which is under the responsibility of Masai, the Hirer will have the right to the corresponding discount which will be limited to the amount equivalent to the rental rate.

Masai 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. It is highly recommended to have personal travel insurance to cover for the loss/damages of personal belonging