

## GENERAL CONDITIONS MOTORCYCLES AND TOURIST SERVICES LEASE CONTRACTS

**FIRST:** The following General Conditions will be applied to the motorcycles lease contracts and to every participant of any tour organized by SERVICIOS TURISTICOS SOUTH AMERICA MOTORBIKE TOURS LIMITADA, also named as "The Company", including the tourist services which are part of the plan contracted by the Lessee. When subscribing the tourist services and motorcycle renting contract, in order to accomplish the routes of the trip, the Lessee in this act declares to receive the referred motorcycle in perfect operational and mechanical state, including equipment and accessories, with the correct clear plate, inscription certificate, circulation permit, and obligatory accident insurance.

It will be understood the lessee has verified the correct operation and state of the brakes, lights, steering, turning and stopping signals, tires and other accessories and safety mechanisms as prescribed in Law N° 18.290.

It will be understood as well that the Lessee also hires the tourist services indicated in the Lease contract and that he accepts that the right to use the motorcycle may be exercised only on the routes of the tour, according to the travel plan that has been subscribed with the organizing company, excluding any use for other purposes and schedules.

**SECOND:** The motorcycle lease, under the conditions set above, will last for the period stated in the contract, expiring, therefore, the day and time indicated in it. The Lessee will always be obliged to return the motorcycle at the Lessors domicile (indicated in the contract), in the same good mechanical and operating conditions existing at the time the leasing period started and along with all accessories and equipment identified above. Both parties may agree that the delivery can take place in a different address, in which case they should have a written agreement. However, if the delivery motorcycle is not done in the same time, way and requirements that set above, whatever the cause, the Lessee shall be prohibited to make any use of the motorcycle.

**THIRD:** No authorization from the Lessor to use the motorcycle for different purposes or wholesale term will be valid unless it was granted in a written agreement. In case the Lessee does not obtain the written authorization, the previous prohibition clause will prevail and the Lessor will remain authorized to denounce the undue appropriation of the motorcycle. In any case, if the authorization is completed, it will be understood as a part of the contract

**FOURTH:** The Lessee shall deliver to the Lessor, when signing the contract, a purchase voucher or credit card voucher which will be detailed in the contract, duly signed by him, as a guarantee of fulfillment of all obligations under the contract, and will also confer by signing the document attached, sufficient and irrevocable power to the firm Servicios Turísticos South América Motorbike Tours Limitada y a Transbank S.A to collect the total amount the Lessee owes, bearing in mind the delivery date and condition of the motorcycle and any another circumstance which requires indemnification. The Company will use one or other document, depending on the credit card of the Lessee.

**FIFTH:** If the Lessee is delayed in returning the motorcycle by the deadline set in the contract, even though this could be due to unforeseeable.

Circumstances or force matter, over time shall be paid until the effective return of the motorcycle.

In this regard, any responsibility, whatever its nature, which can be imposed to the Lessor, disappears absolutely the day and time stated in the contract; and from that moment on it must be understood,

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without requiring any proof, that the motorcycle was taken not only without express or implied authorization of the Lessor, but against its will.

**SIXTH:** The motorcycle object of the following contract will be driven only and exclusively by the Lessee, or by others drivers authorized by the Lessor when subscribing the contract, in which case these names must be written down in the contract, which shall not be younger than 18 years old. It is totally forbidden for minors to drive the vehicle. If that may happen, the Lessee takes absolute and exclusive responsibility, accepting, from now on, to pay all damages that can be caused to the vehicle and to other people. It is forbidden to Lessee assign or sublet the motorcycle rental or ownership or hold any acts or contracts regarding the vehicle. The Lessee declares, under oath, that the information contained in the contract is truthful, including data and background information provided about his identity, age, occupation, marital status, address, physical and mental fitness to drive and possession of legal license to drive motorcycles, the Lessee shall be the exclusive and only responsible for legal consequences that may be caused by such information.

**SEVENTH:** The Lessee expressly undertakes to observe and strictly comply with all regulations, rules and traffic laws, instructions that the authorities or their agents provide and to drive the motorcycle with all the permits required by the authority. Therefore, the Lessee will be exclusively responsible for any sanction or fine regardless of the amount, nature and origin, deriving from the offenses, quasi offenses and infractions the Lessee or any driver incurs, authorized under the terms of the sixth clause, exempting the Lessor specifically and totally from the non observation of such rules, or the commission of illicit acts regarding the possession of the vehicle.

**EIGHTH:** If for any reason the Lessee remains prevented from driving the motorcycle matter of the contract, he shall give notice to the Lessor, who will send somebody to drive the motorcycle or transport it to the place where it was forced to be returned, any cost related to this action will be charged to the lessee. In case of an accident or any damage caused to the motorcycle or other property, Lessee shall give notice personally to: 1° Carabineros de Chile, or the local police in case of being in a foreign country, and leave a written report an hour after the accident or injury. He should also ask for its blood to be tested regarding alcohol level in the nearest medical enclosure; and 2° The Lessor, in a written detailed report of the accident. Likewise, the Lessee will have to follow the instructions that the Lessor should give concerning the movement of the motorcycle, and accept to be responsible of any expenses.

**NINTH:** The lessee is obliged to give the motorcycle its natural use. Therefore, it is forbidden to: a) Allow it to be handled by any unauthorized person, even in an occasional way; b) Use it to transport dangerous cargo, heavy packages or any cargo exceeding the specified capacity; c) Use it in illegal or dangerous tasks, such as gambling, challenges, races, rallies or other similar; d) Tow or push other vehicles; e) Drive it under the influence of alcohol, drugs or other narcotics; f) Driving it without license or permits law requires; g) Taking the motorcycle outside the national territory or beyond the maximum radius indicated in this contract, unless it has been express written authorization by the Lessor; h) Driving the vehicle on sea or rivers rivera (except as part of a guided tour by the company and being under the complete supervision of the guide).

**TENTH:** Lessee shall be responsible for each and every damage cause by accidents and/or deteriorations that may occur to the motorcycle until the moment of its restitution to the Lessor according to the terms of the contract. The Lessee will always be the only responsible of the following concepts -the following list is not restrictive but merely exemplary: a) Any damage to the motorcycle or its accessories caused by the Lessee or a third party during the term of the contract and after it has

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expired, until the effective restitution, with out prejudice of the insurance contracted, and any damage that arises after returning of the vehicle, regarding the period of the contract; b) The damage caused to and/or by Lessee things or company or on the leased motorcycle, even those belonging to third parties that are being carried on the motorcycle; c) The loss of species mentioned in the previous letter, whether occurring before or after the return of the motorcycle; d) The damages that take place in disobedience to any of the prohibitions of the ninth clause; e) The other contractual responsibilities of any nature; f) Damages or prejudices caused to person or goods of others and extra-contractual responsibility of any nature; g) Damage that the motorcycle suffer or develop after accidents incurred with infraction to any norm of the Law N° 18.290 and, especially, the following: g.1) To disobey the signaling of traffic light or police officer or disrespect prevention signs; g.2) Driving over the speed limit or against traffic; g.3) To over come other vehicles in curve, bridges, tunnels, level crossing, low level and on level crossing, exceeding the continuous white line or to do it when coming near to the summit of a hill; and, g.4) to stop the vehicle after participating in an accident, where it took place, to collaborate to the establishment of its circumstances and aid the affected people; h) expenses of movement of the motorcycle after an accident; i) Robberies, thefts or partial losses of the motorcycle and its accessories when coverage of assurances does not exist, or responding for deductible when the disaster is protected by the above-mentioned coverage and j) destruction of tires with no accident or collision. The Company has contracted the assurances that are indicated in the chapter III of the lease contract, which will prevail according to the plan contracted by the lesser, so the lesser will benefit from the cover of such insurances; still a deductible will have to be paid in all cases according to the amount indicated in every contract.

As well, he will be responsible for all and every damage not covered by the insurer.

**ELEVENTH:** The total mileage allowed per day on a rented bike not booked on a tour is limited to a 300 Km. Please note that any extra dairy mileage will have an extra cost.

The prices of the Tours or rentals are rated in US Dollars. Whenever the payment is made in Chilean pesos, the Company will consider the dollar exchange of day as the one recorded by the Central Bank of Chile: <http://www.bcentral.cl>

**TWELVETH:** If there is any consequence or legal action regarding the contract or the use of the motorcycle given in lease, the parties set their address in the city of Santiago, Metropolitan Region, Republic of Chile, and they submit under the jurisdiction of its Courts.