Car Rental Agreement

This Car Rental Agreement (Agreement) is entered between Wicked Campers (Wicked) 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 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 Wicked, 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.
- 1.5 An additional round trip 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).

 1.6 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, Puerto Varas, and Punta Arenas.
- **1.7** An additional fee of \$41.980.- 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 permits 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** There is no extra fee for additional drivers up to 3 drivers maximum. Extra drivers will be charged 4.000 clp/rental day.
- 1.10 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. If Vehicle is returned early: No refund available 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 days to the same day of pick-up or in the event of a no-show: 100% of Gross Rental.
 - If the vehicle is returned early: No refund will be available.

1.11 Cancellation due to Force Majeure:

In cases where the reservation is cancelled due to reasons beyond the control of Wicked S.A., including but not limited to natural disasters, political unrest, pandemics, or other unforeseeable external factors, Wicked S.A. shall have no obligation to offer any financial compensation. Such events are considered outside the company's responsibility.

However, as an alternative to paying the cancellation fee, the customer may opt for a voucher equal to the amount already paid. This voucher will be valid for up to two (2) years from the initial booking date and may be used to rebook at the current rates at the time of the new reservation. The voucher will be valid for the nominal amount of the initial reservation.

2. 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 the Start Date. Failure to adhere to these obligations will result in a late return fee of \$150.000 or/and a cleaning fee of \$60.000 (small camper), \$85.000 (medium campers) and \$120.000 (Big size Camper) 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.

3. BRANCH HOURS OF OPERATION

- **3.1** The sales department is open from 10:00 AM to 5:30 PM. Wicked operates from Monday to Friday, 10:00 AM to 5:00 PM, and Saturday from 10:00 AM to 01:00 PM. The Tenant must collect or return the vehicle during these operating hours. Branches are closed on public holidays.
- **3.2** If the Tenant wishes to pick up or drop off the vehicle outside of business hours, prior approval from the destination branch is required, and this must be arranged beforehand. Failure to obtain authorization will incur a fee of \$150,000 CLP per day, on top of the daily rental rate.
- **3.3** The following surcharge will apply to all rentals involving pick-ups and/or drop-offs outside of office hours: This will only be applicable with prior written authorization from Wicked.

Pick up / drop off outside office hours	Pick-up Drop-off Cost
Monday to Friday, before or after office hours	P \$38.000 D \$25.000
Saturday outside office hours	P 50.000 D 30.000
Sunday	P \$55.000 D \$35.000
National holiday	P \$64.000 D \$44.000

4. RENTAL EXTENSIONS

- 4.1 Extensions of the rental term should be authorized by Wicked SA 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 \$250.000 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 FU document's expiry date without incurring any additional charges and continue their travels within Chile.
- **4.3.2** To cross the border back to Chile before the FU document's expiry date, obtain a new FU document from Wicked at the normal daily rate, and cross again into Argentina as many times as desired with the new document.
- **4.4** The FU document is the responsibility of the client, and Wicked will not be held liable for any delays resulting from the loss of the document or the process of obtaining a replacement.
- **5. CHANGE OF DROP-OFF LOCATION** If the Tenant wishes to change the drop-off destination, prior authorization must be obtained from the sales department. If the change is not approved and the customer unilaterally decides to alter the drop-off location, an additional charge of \$380,000 CLP plus a one-way fee may apply. This fee may be imposed regardless of the reason for the location change.
- **6. 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. International drivers license is only valid when also carrying their national license physically. Be at least 21 years old and have held a valid driving license corresponding to the category of the vehicle for at least 2 years
- **7. AGE RESTRICTIONS** Drivers must be at least 18 years old for small camper vehicle rentals. However, for medium-sized camper and 4WD vehicle rentals, drivers must be at least 22 years old.

8. USE OF THE VEHICLE

- **8.1** The Tenant agrees to be responsible for the proper use and maintenance of the vehicle throughout the Rental Term. Any improper use of the vehicle will result in the exclusion of liability reduction coverage, and all associated costs will be borne entirely by the Tenant. The Tenant must avoid damaging the underneath of the vehicle while driving on unsealed roads and ensure that the vehicle is not subjected to undue stress. **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 Wicked 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 Wicked.
- **8.4** The driver should drive carefully, especially on roads like "Ruta 40" in Argentina, "Carretera Austral" in Chile and areas from the desert of San Pedro Atacama.

8.5 Wicked 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. Wicked will advise you at pick-up time of any travel restrictions known at the time. If Wicked mandates a change in drop-off location, fees as per change of drop-off destination will not apply. **8.6** Considering that Wicked is the unique owner of the vehicle, the Tenant shall not agree, attempt, offer, or sign any agreement regarding the vehicle.

9. 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. Wicked Liability Reduction Options do not cover any damage incurred in that road.

10. MAINTENANCE AND REPAIRS ON THE ROAD

10.1 The Tenant must inform Wicked and obtain prior approval for any repairs on the road through Roadside Assistance. Repairs will only be reimbursed if the Tenant is not responsible for the damage. All relevant documentation, including invoices and receipts for repairs, must be submitted within 48 hours of drop-off, or the claim will not be processed for reimbursement. In accordance with the guarantee terms, the Tenant is responsible for covering the costs of repairing or replacing any damage that occurred during the Rental Term.

Preventive maintenance is carried out on all campers before departure, and each camper is assigned a specific mileage limit. The Tenant is responsible for checking the sticker on the vehicle's windshield, which indicates the mileage for the next scheduled maintenance. The Tenant must ensure that the maintenance is scheduled and performed at a Wicked S.A. branch before reaching this mileage limit. Failure to comply may result in mechanical failures, for which the Tenant will be fully responsible.

10.2 Malfunctions of stereo systems, interior lights, air conditioning, sink water pumps, camping accessories, and similar items are not considered mechanical breakdown or downtime. However, if the Tenant wishes to have these minor malfunctions repaired, Wicked S.A., through Roadside Assistance, may assist in coordinating repairs with a third party. It is the Tenant's decision whether to wait for the arrangement and completion of the repair. Any waiting time will not be reimbursed, and all associated costs will be the responsibility of the Tenant.

In the event that the Tenant is unable to sleep in the camper due to a structural failure of the capsule, but the vehicle itself remains operational, the Tenant is entitled to a refund of 30% of the daily rental rate for each day that the issue persists.

10.3 In case of a destroyed tire, the Tenant must replace the tire by a new one of the same size. Failure to do so will involve the cost for a new tire with correct size at drop off time.

10.4. In case of breakdown, regardless of who is at fault, the Tenant must bring the vehicle back to the nearest Wicked 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 Wicked is liable for the breakdown, those costs will be refunded to the Tenant after drop-off time at ARG/CLP rate of the day of payment (check sii.cl)

11. ON ROAD ASSISTANCE

On Roadside Assistance refers to a remote support service provided to customers who encounter issues during their journey. Through means such as phone calls, text messages, emails, or mobile apps, assistance and guidance are offered without the need for physical presence.

This service includes:

-Remote technical support: Instructions to resolve minor mechanical issues or guidance on the proper use of the vehicle.

-Coordination of local assistance: Contact with repair shops, tow services, or technical assistance in the customer's location.

-General guidance: Help with directions, alternative routes, or recommendations for nearby stops.

The goal is to resolve problems efficiently, providing peace of mind to the customer while they are on the road, even without in-person assistance.

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 require On Road Assistance. The service is available 24 hours all day, including weekends and public holidays.

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

11.3 Wicked 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 improper use, such as leaving lights on or using any electrical components while the engine is not running, will be the responsibility of the Tenant.

11.3.4 A breakdown caused by damage caused in an accident

11.3.5 A breakdown caused by willful neglect

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

11.3.7 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 14. In those cases, all recovering and towing costs are to be borne by the Tenant and Wicked 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 Tenant must bring the vehicle back to Chile passing through the border authorities.

12. FUEL CONSUMPTION Fuel consumption varies according to vehicle type, driving conditions and the way the vehicle is driven. Wicked Campervans run approx. 6-12 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. Wicked Campers does not refund any hire costs related to excess fuel consumption.

13. VEHICLE AVAILABILITY

13.1 Vehicles can only be requested by category, not by specific make or model. In the event that the requested category is unavailable due to unforeseen circumstances, Wicked reserves the right to substitute an alternative vehicle without prior notification. The substitution will be made considering the best

available options.

13.2 Should the Tenant voluntarily choose to downgrade to a vehicle of a lower category than originally booked, no refund will be issued.

14. LIABILITY The Tenant is responsible and will have to pay for any Damage (whether direct or consequential) incurred whilst the vehicle is on its possession, related to the vehicle or Third Parties. **14.1.- Security Deposit / Bond**

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 security deposit made by credit card lasts for 30 days. In case of rentals higher than 30 days, a re-authorization of the deposit will be done by Wicked automatically after 30 days.

Liability Reduction Options

Small Size: New Classic - PlusVan Life

Medium Size: VanMarine - Varrison Ford -Expedition **Big Size:** Overlander - New Patagon - Ducato

Small Size Vehicles	Cost per day	Bond / Liability
Standard Liability	\$0.00	\$1.100.000
Liability Reduction B	\$9.500	\$700.000

Medium Size Vehicles		Bond / Liability
Standard Liability	\$0.00	\$1.500.000
Liability Reduction B	\$12.500	\$700.000

Big Size Vehicles		Bond / Liability
Standard Liability	\$0.00	\$1.750.000
Liability Reduction B	\$12.500	\$1.000.000

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 "Small Size" vehicles, NOT medium or big size). 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 Wicked Campers 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 Wicked in handling any claim, including attending Court to give evidence. Damages to self-costs are mentioned as a reference in our website: https://wickedsouthamerica.com/policy/

14.2 In the event of vehicle theft, the Tenant will be responsible for costs up to 1,500,000 CLP for a Small size vehicle, up to 2,500,000 CLP for a Medium size vehicle and up to 3,500.000 CLP for a Big Size vehicle.

14.3 The following damages or uses are specifically excluded from any liability reduction option, and the Tenant will remain fully liable for all costs incurred:

14.3.1-Single Vehicle Accident (SVA): This includes, but is not limited to, instances where the vehicle rolls over, tips, or falls over, causing damage to the side and/or roof area. In the event of a single-vehicle accident, the Tenant will be responsible for covering costs up to 1,500,000 CLP for a Small size vehicle, up to 2,500,000 CLP for a Medium size vehicle, and up to 3,500,000 CLP for a Big size vehicle.

14.3.2 Collision with a fixed object.

14.3.3 Accidents while reversing.

14.3.4 Accidents or fines resulting from failing to obey stop signs, red lights, or any other traffic signals.

14.3.5 Accidents or fines resulting from exceeding the

14.3.6 Accidents caused by falling asleep or fatigue while driving.

14.3.7 Accidents or fines resulting from driving under the influence of alcohol or drugs, or with a blood alcohol level above the legal limit (zero tolerance law applies).

14.3.8 Theft of the vehicle if left unoccupied with the

14.3.9 Damage to the vehicle's underbody, roof (including rooftop tents), interior, tires (including rims and chambers), glass, windscreen, or vehicle accessories, unless occurring during a reported multiple-car accident.

14.3.10 Damage to door locks, handles, or windows due to vehicle break-ins.

14.3.11 Damage caused by:

(i)Submersion in water, (ii)Contact with salt water, (iii)Creek or river crossings. (iv)Driving through flooded areas or on sandy terrain, (v)Beach or salt flat driving. 14.3.12 If the Tenant rents a camper over 2 meters in height, parking in underground facilities is strictly prohibited. The Tenant must also avoid low-hanging signs, bridges, or other obstacles that could damage the vehicle's roof or accessories. The Tenant will be held responsible for any body damage resulting from negligence or failure to comply with these guidelines. 14.3.13 Damages or fines resulting from using the vehicle for illegal activities, races, rallies, or contests,

or for transporting goods beyond what would be reasonably expected in a leisure rental.

14.3.14 Damage caused by using the vehicle to tow another vehicle or trailer.

14.3.15 Damage or fines resulting from using the vehicle to transport passengers or goods for hire or reward, exceeding the passenger limit authorized by relevant authorities or specified in the vehicle manual. All passengers must wear seat belts.

14.3.16 Damage caused by carrying volatile liquids, gasses, explosives, or other corrosive or flammable

14.3.17 Damage caused by carrying animals.

14.3.18 Damage caused by driving on roads unfit for

14.3.19 Damage caused by starting or driving a vehicle involved in an accident, rollover, water submersion, or other failure without prior written approval from Wicked.

14.3.20 Loss or damage of personal items resulting from theft, fire, or break-ins. Wicked does not provide compensation for the loss of personal items.

14.3.21 Damage caused by improper use of snow chains.

14.3.22 Any damage due to vehicle misuse, as specified in Clause 8.

14.3.23 Any damage caused by drivers not identified

on this Car Rental Agreement, drivers with cancelled or suspended licenses, or drivers with learner or provisional licenses.

14.3.24 Any damage resulting from the incorrect use of fuel, such as filling the vehicle with the wrong type of fuel or other contaminants.

14.3.25 CDW will not apply and it will be considered as a breach of the contract if the Tenant fails to do the following: (i) Failure to report any incident to the police, appropriate authorities, and Wicked within 24 hours. (ii) Failure to deliver to Wicked any summons, complaint, claim, or legal notice related to vehicle damage within 24 hours of receipt. (iii) Failure to rectify and report any vehicle defects immediately upon discovery. (iv) Providing false or misleading information to Wicked (v) Failure to comply with required assistance or court appearances related to any claim.

To utilize the liability reduction option, the Tenant must provide all necessary information and assistance to Wicked, including attending court if required.

14.3.26 Improper use of the gearbox or clutch, including clutch breakdown (e.g., burned clutch), will be considered the Tenant's responsibility due to faulty

14.3.27 Incorrect use of the 4WD system, such as driving with 4WD engaged at speeds over 40 km/h or on paved roads.

14.3.28 Incorrect use of the vehicle jack, including failing to position it correctly when lifting the vehicle. 14.3.29 Any improper use of the vehicle, as specified in this contract.

14.4 If the vehicle is deemed un-drivable due to an accident, the Tenant will forfeit any remaining rental days, and no refund will be provided. The Tenant is not automatically entitled to a replacement vehicle. Should the Tenant wish to obtain a replacement vehicle, a new Car Rental Agreement must be executed, which will require the payment of a new rental fee and the provision of a new Security Deposit. The availability of a replacement vehicle is subject to time, distance, and availability. In any case, the Tenant is responsible for arranging and covering their own transportation to the nearest Wicked branch.

14.5 Security Deposit (Bond)

14.5.1 Upon pick-up of the vehicle, the Tenant agrees to allow Wicked to place a hold on a security deposit using the Tenant's credit card (no cash or debit cards are accepted for the deposit). The Tenant irrevocably authorizes Wicked to deduct from the Security Deposit any amounts due for damages, violations of this Agreement, or other payments agreed upon within the contract. The Security Deposit may remain on hold until three (3) working days prior to the drop-off date to allow for a complete inspection of the vehicle. If the vehicle is returned on time and all drop-off conditions are met, the Security Deposit will be fully released. A fee of \$50 CLP (approximately \$0.06 USD) will be charged by Wicked to process the release of the Security Deposit.

14.5.2 Wicked recommends that the Tenant obtain separate travel insurance. However, Wicked does not provide or arrange any form of insurance. The Tenant acknowledges and agrees that Wicked is not an insurer, and that Clause 14.1 offers only limited indemnity and is not intended to constitute an insurance contract.

15. PROCEDURES IN CASE OF ACCIDENT

If the Customer is involved in a motor vehicle accident while on hire, the following procedures must be followed:

15.1 At the Accident Scene, the Customer must:

15.1.1 Obtain the names and addresses of all Third

Parties and any Witnesses.

15.1.2 Report the accident to the police, regardless of the estimated damage costs.

15.1.3 Not admit fault or insist that the other party is to blame.

15.1.4 If possible, take photographs of the damage to all vehicle(s) involved, including their registration

15.1.5 Contact Wicked Campers with the details of the accident within 24 hours.

15.2 At the Branch:

15.2.1 The Customer must present their Driver's License and provide the police report (if applicable), along with any supporting photographs.

15.2.2 The Customer is required to pay the Liability (if applicable) and any other amounts due for damages arising from the accident, loss, or damage. This payment must be made at the time of reporting the incident, not at the end of the Rental Period.

15.2.3 The Customer will also be responsible for paying the daily rental rate for the period the vehicle is off fleet for accident repairs.

15.2.4 Wicked Campers staff will ensure that the Vehicle Accident Report is completed clearly, accurately, and signed by the Customer.

15.3 Time Frame for Settlement of Customer Liability

15.3.1 If a Third Party is at fault in the accident, Wicked Campers will make every effort to ensure that any money owed to the Customer is returned as promptly as possible. However, the resolution of claims can take months or even years. Wicked Campers has no control over the claim resolution process, which is handled by Wicked Campers' insurer and the Third Party involved, regardless of whether they are insured or not.

15.3.2 Wicked Campers agrees to refund any applicable Vehicle Security Deposit within 60 days of receiving final resolution and payment related to Third Party claims.

16. RELEASE AND INDEMNITY OF WICKED

The Tenant releases Wicked, its employees, and agents from any liability to the Tenant (regardless of fault) for any loss or damage incurred by the Tenant as a result of the rental, possession, or use of the vehicle. The Tenant further agrees to indemnify and hold harmless Wicked, its employees, and agents against any claims, demands, and expenses (including legal costs) arising from the Tenant's use and/or possession of the vehicle. This indemnity shall not extend to any negligent acts or omissions by Wicked.

17. TRAFFIC OFFENSES AND TOLL

The Tenant is liable for any offenses committed during the Rental Term involving the use of the vehicle, particularly parking offenses or breaches of applicable law. In the event of any offense, Wicked will notify the Tenant and will charge the applicable fines, fees, and costs directly to the Tenant's credit or debit card. including an administration fee of \$40,000 CLP + IVA per offense. The Tenant authorizes Wicked to debit these amounts without further notification. This process may occur up to 15 months after the issuance of the fine.

18. 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, Wicked will not alter rates or conditions applicable to your rental once Wicked 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 that all prices could be quoted and payable in Chilean Pesos (CLP), US Dollars (USD), or Euros (EUR). 18.2 The total booking amount must be paid as follows: 50% at booking time and 50% at pick up time. Both parts of total payment will be charged on the Tenant's credit card.

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 or cash 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 Wicked 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 offense penalties, road toll fines and associated administration costs. The mandate is made in the terms of the Article 241 of the Commercial Code;

18.5.2 the Tenant will not dispute his/ her liability to Wicked for any amount properly due under this Agreement and the Tenant shall indemnify and keep indemnified Wicked Campers 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 Wicked Campers elect to accept payment of the Vehicle Security Deposit by holding a signed and authorized open credit or debit card voucher which is returned to the Tenant at the completion of the Rental Period, the Tenant agrees that Wicked Campers is entitled to recover payment 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 Wicked Campers may process credit or debit card charges pertaining to the rental after the hire period.

18.5.5 The Tenant acknowledges that all transactions under this Agreement can be conducted in Chilean pesos, America Dollars and Euros. 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. Wicked Campers accept no liability for any such variation.

19. CONDITIONAL UPON PAYMENT The Tenant agrees that the provision of any rental vehicle is conditional upon Wicked receiving payment. In an event that a Travel Agent or Travel Wholesaler fails to make the payment, Wicked reserves the right to collect the rental payment directly from the Tenant.

20. LIMITATION OF LIABILITY Under no circumstances Wicked 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 Wicked, the Tenant will have the right to the corresponding discount which will be limited to the amount equivalent to the rental rate. Wicked 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.

Tenants are strongly advised not to leave valuables in the vehicle and are encouraged to obtain personal travel insurance to cover any potential loss or damage to personal property.

- **21. COMMUNICATIONS** For official and formal communications both parties will use their respective e-mail address.
- **22. TERMINATION** Wicked reserves the right to terminate this Agreement at any time and/or repossess the vehicle, taking it under control, if the Tenant breaches any of their obligations under this Agreement. In such cases, the Tenant will not be entitled to a refund of any portion of the rental charges.

23. F	PRO	PER LA	W	This A	Agreen	nent	is gove	rned by	the
laws	of	Chile.	I	have	read	the	above	terms	and
cond	itior	ns and a	agı	ree wit	th thei	n.			

Signature:
