

TERMS, CONDITIONS AND RULES ON VEHICLE USE

1. Delivery and restitution of the Vehicle. Upon delivery and restitution of the Vehicle, the parties shall examine its general condition and expressly indicate: a) the existence of any damage and/or missing parts, components or elements; b) the number of kilometers run and the fuel charged according to original indicators and the additional charges, where appropriate. The Vehicle shall be returned to CGV with a full fuel tank. The rental includes neither fuel or service costs nor the expenses incurred in the delivery or removal of the Vehicle. The general condition of the Vehicle shall be examined at the time of its restitution to CGV with the participation of CUSTOMER at CUSTOMER's option and provided that the restitution takes place at CGV offices and within business hours. In the event that CUSTOMER chooses not to take part in such examination or that the Vehicle is returned other than within business hours at the indicated CGV offices, CGV shall verify the general condition of the Vehicle on a unilateral basis, and it shall be understood, by operation of law, that CUSTOMER has fully agreed to such unilateral verification. Should CGV detect any damage, the existence of missing parts, components and/or elements and/or mal functions not verified or reported upon delivery or intentionally concealed, such as the enforcement of fines and/or the filing of claims associated with the Vehicle during the period running from delivery to restitution of the Vehicle, CGV shall give express notice of any such circumstances to CUSTOMER, being entitled to demand payment of the resulting deficiencies or charge them against the collateral deposit offered by CUSTOMER, as it may arise from the relevant settlement of accounts by CGV.

2. CUSTOMER Obligations: CUSTOMER agrees to:

- a) Hold possession of and custody on the Vehicle during the term of this Agreement.
- b) Pay all charges made a part of the Vehicle rental in proper time and manner.
- c) Return the documentation handed over to CUSTOMER upon the execution of this Agreement.
- d) Return the Vehicle when and where agreed by the parties (as described overleaf) or at such other place as CGV shall expressly indicate.
- e) Comply with speed limits and driving regulations under the legislation in force at all times and places where CUSTOMER shall circulate.
- f) Give express written notice within 24 hours to CGV of the occurrence of any loss to and/or enforcement of a precautionary measure (seizure, lien, etc.) against the Vehicle –by carefully filling the accident report form made a part of the Vehicle documentation- and follow CGV instructions.
- g) Report the occurrence of any loss to the competent police authorities, subscribe all claim-related papers and file them with the relevant insurance company, providing such information as may be requested from CUSTOMER and render full cooperation in furtherance of CGV interests.
- h) Give express notice, at the time of the execution of this Agreement or thereafter, of the possible involvement of additional drivers, indicating their respective names, identity documents and places of residence, so that these data are included in the Agreement. The additional drivers will be given clearance to drive the Vehicle only if expressly authorized to do so by CGV. CUSTOMER shall see that the additional drivers hold valid driving licenses to circulate in the jurisdictions where the Vehicle shall be in transit.
- i) Should CUSTOMER be an artificial person (e.g., a corporation and/or a civil or religious association), CUSTOMER shall evidence the identification of the person/s authorized to drive the Vehicle with such documentation as may be required in each jurisdiction.
- j) Should urgent repair works on the Vehicle be required, CUSTOMER shall see that such works are carried out by a mechanical service center authorized by CGV.

3. Prohibitions binding on CUSTOMER. Under no circumstances shall CUSTOMER be entitled, either directly or indirectly, to:

- a) Use the Vehicle for transportation service purposes for a valuable consideration or not, or participate or make deliveries of any kind involving mail or other goods or assets.
- b) Transport cargo regarded as prohibited under the legislation in force, inflammable or dangerous equipment or any other risky goods or property.
- c) Tow or push vehicles or equipment belonging to CUSTOMER or to third parties.
- d) Participate in races, tests, sport activities or contests, driving lessons or any other event or process involving extraordinary risks.
- e) Drive the Vehicle under the influence of drugs (either prescribed or not), alcohol or any other substance impairing CUSTOMER's driving capabilities.
- f) Drive the Vehicle beyond the geographical boundaries of Argentina without previous express consent by CGV.

4. CGV Obligations. CGV agrees to take out a civil liability insurance covering the Vehicle, subject to the applicable regulations in force.

5. CUSTOMER Liabilities. CUSTOMER, as well as the authorized drivers, irrespective of the fact that they may or not have made use of the Vehicle, are jointly and severally liable and agree to hold CGV harmless against the obligations, duties and charges contained in this Agreement, including in particular, but not limited to, any damage, loss, theft, robbery, breakage, etc. sustained by the Vehicle or the effects found inside or outside the Vehicle, whatever their origin, any cost deriving from the impossibility to use the Vehicle (loss of profit, towing and transportation charges, medical assistance, etc.) or from breach of their obligations; any damage caused to the Vehicle by reason of its circulation along gravel, tamped down and/or unpaved roads, or any violation to the regulations in force at any time. CGV shall also be held harmless against payment of any fine or other penalty –irrespective of its origin- or claim filed by third parties against CGV as a result of damage to property or personal injuries. CUSTOMER shall be held liable for all violations to national, provincial or municipal traffic laws and regulations.

In addition, and in particular, CUSTOMER shall be held liable for all damages to the rented Vehicle in the event of accident occurred while circulating along byroads and UNPAVED roads (gravel roads, earth roads, etc.) in circulating more than 50km per hour.

In case of Vehicle overturn or airbags deployment, the deductible shall be automatically quadrupled. The additional insurance Super Top Cover and Tire and Windshield Protection shall not apply, the deductible shall be automatically tripled.

Through the hiring of the options of limitation of liability (civil liability insurance, theft, fire, and damage / LDW; Additional Coverage / Top Cover and/or all risk coverage / Super Top Cover), even by hiring the "Reduction of the deductible to ZERO", the coverage of "Wheels and Glass" will remain excluded, since the CLIENT is aware of the existence of the specific option of "Wheels and Glass Protection" for the coverage of said articles.

6. Charges generated after restitution. An express and irrevocable authorization is granted by the CUSTOMER to CGV to charge any rent-related costs and expenses or another amount pending payment under the terms and conditions of this Agreement against CUSTOMER's credit card, checking account or collateral deposit, including but not limited to: (i) the amount of any fine and/or other penalty imposed by competent authority in addition, pay us an administrative fee; (ii) the amount spent to make any damage good or to replace missing parts, components and/or elements (irrespective of their origin and whether concealed or not); (iii) the charges arising from delivery other than within business hours even if restitution is not due to CUSTOMER's negligence or fault, etc. (iv) returning the vehicle with a the different level of tank (v) toll fees in addition, pay us an administrative fee (vi) special wash to the vehicle. Furthermore, the CUSTOMER agrees to have the administration and/or professional costs and fees incurred by CGV as a result of the events of breach described above charged against CUSTOMER.

7. Delayed payment and/or rejected charges. Upon CUSTOMER's default in timely payment of CUSTOMER's obligations under these terms and conditions and/or upon CUSTOMER's rejection of such charges against CUSTOMER's credit card as are authorized by virtue of this Agreement, CGV will be entitled to claim the amounts due plus a monthly penalty interest thereon equivalent to twice the active rate charged by the Banco de la Nación Argentina on discount transactions, as well as such total court or out-of-court costs, expenses and fees as may have been incurred as a result of CUSTOMER's default or rejection.

8. Termination. In the event that CUSTOMER decides to terminate this Agreement before the expiry date agreed upon, CUSTOMER shall pay to CGV the total charges agreed upon for the whole contractual term.

9. Loss of deductibles in case of damage. The deductible agreed upon with CUSTOMER shall not apply where damage to the Vehicle is caused by Customer's or authorize driver's lack of skill, negligence, recklessness, or fault.

10. Recovery of possession. CGV will be entitled to recover possession of the Vehicle without any prior notice, in the event of breach by CUSTOMER of the obligation undertaken under this Agreement.

11. Unlawful retention. Failure by CUSTOMER to return the Vehicle 48 hours next following expiry of the contractual term shall be automatically regarded as an unlawful retention under criminal law, being CGV authorized to initiate the pertinent criminal and/or civil actions and claim for the relevant damages until the effective restitution of the Vehicle, notwithstanding such other legal remedies to which CGV may be entitled pursuant to this Agreement. CGV shall not be held liable for such detriment as CUSTOMER and/or drivers may sustain as a result of the commencement of said legal proceedings.

12. Miscellaneous Provisions. Should any dispute or discrepancy arise with regard to the interpretation of this Agreement, its text in Spanish shall prevail.

CUSTOMER shall be entitled to offset amounts or claims against CGV credits or claims to the extent that such amounts or claims have been awarded to CUSTOMER or the authorized drivers, as the case may be, by virtue of a final and conclusive court judgment.

No verbal supplementary agreement has been entered into by the parties. Any supplementary agreement and/or amendment to these terms and conditions shall only be valid if made in writing. CUSTOMER has read and accepted the terms and conditions of this Agreement as stipulated on the face hereof and overleaf.

13. Applicable Law and Jurisdiction. To all legal effects arising Vehicle use under this Agreement, the parties agree to submit themselves to the jurisdiction of the Ordinary Courts in the City of Buenos Aires or to such other applicable jurisdiction as CGV may choose, with express waiver of any such other jurisdiction, including that of the federal courts, as may be regarded applicable by reason of place of residence or nationality. The law in force in Argentina shall be the legislation applicable to this Agreement at all times, and service of court or out-of-court notices shall only be valid if addressed to the domiciles first above written.