

## GENERAL TERMS AND CONDITIONS OF THE VEHICLE LEASE CONTRACT

Rental Terms. Payment Terms. User Obligations. Damage or Loss of Documentation.  
Vehicle Damage, Theft, Accidents and/or Technical Issues

### 1. PRELIMINARY PROVISION

“These General Terms and Conditions of Rental (hereinafter referred to as the “GTC”) set forth the general terms of car rental provided by ACCESS RENT A CAR (operating under the trade name “CARWIZ”), with its registered office in GUATEMALA CITY, 8 AVENIDA 17-4, ZONA 13 COLONIA AURORA 1, “Lessor.”

For the purposes of these GTC, the following definitions shall apply:

- “Lessor” – CARWIZ ACCESS RENT A CAR FRANCHISE Solar no.4, GUATEMALA CITY, 8 AVENIDA 17-4, ZONA 13 COLONIA AURORA 1
- “Lessee” – a natural or legal person who rents or on whose behalf the vehicle is rented. This person is referred to as the “Lessee” in the rental agreement and is responsible for complying with all provisions of these General Terms and Conditions. If the lessee is a consumer, the GTC shall apply with due regard to mandatory consumer protection laws.
- “Agreement” – the individual rental agreement signed at the vehicle pick-up location at the beginning of the rental period, authorizing the use of the vehicle. The agreement specifies the pick-up and return location, liability coverage, equipment and services included in the price, and payment method. It also includes information on mileage, fuel level, damage, and any defects of the rented vehicle, as well as other rights and obligations of both parties, who confirm full acceptance of the agreement by signing it. The vehicle rental protocol, as in effect at the time of publication of the GTC, is considered an integral part of the rental agreement.
- “Driver” – a natural person listed in the rental agreement as the “user,” who signs the agreement and takes possession of the vehicle, and who is liable under the provisions of the rental agreement.
- “User” – the lessee, the driver, and any additional driver, hereinafter collectively referred to as the “User” in the GTC.
- “Vehicle” – the subject of the rental agreement, with specific details provided in the agreement.

## 2. RENTAL CONDITIONS

By signing the agreement, the User confirms receipt of the vehicle in proper condition for the rental service covered by the agreement, including all associated equipment and accompanying documentation.

By signing the agreement, the User guarantees to the Lessor that they have met all the requirements specified in the General Terms and Conditions and that they hold all documents necessary to legally operate the vehicle in accordance with the laws of Guatemala. The User is obliged to present the originals of these documents to the Lessor for verification. Required documents include: a valid driving licence held for a minimum of one year, a national ID card or passport, and a credit card issued in the name of the driver.

The User is fully responsible for any traffic violations committed during the rental period, as well as for any that are disclosed after the rental has ended.

## 3. PAYMENT TERMS

A pre-authorization (funds hold) will be made on the User's credit card to cover obligations arising from the agreement, including potential vehicle damage or other incidents for which the User is responsible. The User must ensure that sufficient funds are available for the pre-authorization, in an amount determined by the Lessor in accordance with the current rental terms, depending on the vehicle class, rental duration, and selected insurance coverage.

By signing the rental agreement, the User authorizes the Lessor to charge the applicable rental fee in advance, based on the daily rate agreed upon in the contract. This amount includes all selected add-ons (insurance coverage, additional equipment, and services) and any other applicable charges in accordance with the valid price list. These charges will be applied to the credit card used for the pre-authorization or to any other form of payment mutually agreed upon.

By providing a credit card in the rental agreement, the Lessee agrees to be charged for any additional costs resulting from an extension of the rental period, as well as charges incurred after the vehicle has been returned to the Lessor (e.g. damage repair costs, missing fuel, fines).

If the User makes a payment directly to the Lessor's bank account, the payment must be made within the specified deadline. The funds must be credited to the Lessor's account before vehicle pick-up. In the event of a delay, the Client shall be obligated to pay statutory interest to the Lessor, along with any other incurred costs.

## 4. USER OBLIGATIONS

By signing the Agreement, the User confirms that they are familiar with all the provisions listed below and fully accept them:

- a. The condition of the vehicle at the time of pick-up and return shall be documented in a report prepared by the Lessor's employee with the participation of the Lessee. Based on these reports, differences between the vehicle's condition at the time of pick-up and return—particularly its technical condition—shall be determined.
- b. The vehicle shall be returned to the original pick-up location or another location agreed upon with the Lessor, at the time specified in the Agreement, in the same condition as it was received, including all equipment (such as child seats and/or GPS devices), the same fuel level, and the entry parking ticket. If the vehicle is returned in a different condition than described above, additional charges will apply as specified in the Agreement—unless the Renter has purchased relevant protections (e.g. excess waiver). The rental agreement is considered concluded, and the vehicle returned, only during the Lessor's business hours, following an inspection conducted by a Lessor's employee. The return report shall include the date and time of inspection. If the Lessee is not present for the inspection due to their own fault (e.g. refusal to participate), the Lessor has the right to prepare a unilateral return report, which will be binding. Vehicles are rented in 24-hour periods. A delay of up to 59 minutes in returning the vehicle will not result in additional charges. Any request to extend the rental period or make other changes must be submitted to the Lessor—specifically, to the branch from which the vehicle was collected—by phone or email before the end of the rental period. If the vehicle is not returned by the agreed deadline, the Lessor will report unlawful appropriation of the vehicle to the police.
- c. If the vehicle is returned outside of the Lessor's business hours and without the presence of a rental office employee, the User must prepare photographic documentation of the vehicle in the condition in which it was left. This documentation must include both the exterior and interior of the vehicle and be retained for no less than 30 days from the return date. The minimum required documentation includes: 4 photos showing each corner of the vehicle (taken diagonally), a photo of the dashboard showing mileage and fuel level, a photo of the interior, and a photo of the windshield. If the Lessee fails to prepare this documentation, the vehicle's condition will be determined by a Lessor's employee during business hours. In the event of a complaint or dispute related to the rental, the Lessee is required to provide the Lessor with the photographic documentation upon request to confirm the vehicle's condition at the time of return.
- d. If the vehicle is returned during the Lessor's business hours, the Lessee must participate in the inspection and preparation of the return report, which will describe the condition of the vehicle at the time of return. Refusal to participate in the return inspection (regardless of the reason) will result in the Lessor preparing a unilateral return report, which shall serve as the basis for any potential charges related to the vehicle's condition.

- e. If the vehicle is returned during the Lessor's business hours, the Lessee is not permitted to return the vehicle by using the "key drop box" option. This option is reserved solely for after-hours returns with prior consent from the Lessor and in accordance with other applicable terms described in these General Terms and Conditions. Using the key drop box during the Lessor's business hours shall be considered a refusal to participate in the return inspection and will result in the preparation of a unilateral return report by the Lessor, which will serve as the basis for any potential charges related to the condition of the returned vehicle
- f. The vehicle will be used in a manner that does not involve overloading, using it for driver training, towing or transporting other vehicles or trailers, transporting passengers for profit, participating in races, rallies, endurance tests, or engaging in any illegal activities;
- g. The vehicle will be used only by the designated driver or an additional driver specified in the Agreement, solely for personal use and in accordance with the intended purpose of the vehicle. The vehicle shall not be made available to unauthorized users or third parties;
- h. The User will properly secure the vehicle when leaving it by closing all windows and locking the vehicle, taking the keys (or other control devices) and documents with them;
- i. The User will drive only on public roads, refrain from driving under the influence of alcohol, drugs, or other prohibited substances, and comply with all traffic regulations;
- j. The User will perform regular maintenance of the vehicle, including checking coolant, oil and other fluid levels, tire pressure, and similar standard checks;
- k. The User will immediately notify the Lessor if a dashboard warning light indicates the need for repair (or fluid refill), or if the User becomes aware that the vehicle may require inspection. The User shall make the vehicle available for inspection (after agreeing on time and place with the Lessor). If damage occurs due to the User's failure to comply with these obligations, the User will be held liable for the damage and any resulting loss of income due to the Lessor's inability to perform essential operations or maintain service availability;
- l. The User will not transport more passengers or cargo than the maximum allowed as specified in the vehicle's documentation, and not make any modifications to the vehicle;
- m. The User will not use the vehicle outside the territory of Guatemala unless this has been previously reported and approved by the Lessor. Failure to comply with territorial and cross-border usage restrictions shall render any insurance coverage described in Section 8 of these Terms and Conditions void;

- n. The User will bear all (but not limited to) costs related to the operation of the vehicle, such as fuel, tolls, bridge fees, parking charges, fines, and other applicable fees;
- o. The User authorizes the Lessor to charge the User—without prior notice—for any traffic offenses, parking fines, and other penalties or administrative fees incurred during the rental period and arising from violations of the laws of the Guatemala or any other country. These charges will include an administrative fee and will be charged to the credit card provided on the front page of this rental agreement;
- p. In the case of a legal entity acting as the User, the vehicle may be used by an employee who meets the specified requirements, provided prior notice is given and the Lessor’s consent is obtained. The legal entity must inform the employee of the rental terms, and such permission does not release the legal entity from full responsibility for compliance with these Terms and Conditions.

## 5. VEHICLE DAMAGE AND/OR LOSS OF DOCUMENTATION

In the event of damage to the vehicle (including theft), loss of equipment or tools, loss of documents, license plates, or vehicle keys, the User shall be liable for covering the full cost of replacement or repair. The User shall also be held responsible for damage to the engine or mechanical components of the vehicle (e.g. due to lack of oil, coolant, or other engine fluids), as well as for damage to the oil pan, clutch (e.g. burnt clutch), undercarriage, loss/destruction of documents or keys, loss/destruction of license plates, damage to the vehicle interior, burnt seats, use of incorrect fuel, or any other damage resulting from negligence by the User or additional driver (such as careless driving or off-road use).

In such cases, the User shall reimburse the Lessor for the full cost of vehicle repair plus the value of lost daily rental income, based on the rate stated in this rental agreement, for the duration of the repair period, up to a maximum of 30 days. The User shall also be liable for any additional damages, including towing costs or reduction in the vehicle’s value.

The User agrees to operate the vehicle in accordance with the manufacturer’s instructions, including the use of appropriate fuel—diesel or unleaded petrol—as specified. Any damage resulting from failure to follow these instructions shall not be covered by insurance and shall remain the sole responsibility of the User.

## 6. THEFT, ACCIDENT INVOLVING THE VEHICLE AND/OR MALFUNCTION

In the event of an accident, vehicle damage, theft, engine failure, or similar incidents, the User is obliged to:

- Ensure that no further damage occurs to the rented vehicle until it is taken over by the Lessor;
- Record the names, phone numbers, and addresses of witnesses and persons involved in the incident;
- Call the police to the scene and obtain an official police report (except in the case of engine failure);
- Notify the nearest Lessor's office of the incident.

The User is required to report any vehicle damage to the police. Failure to submit a police report or a written statement will result in the User being held fully responsible for all costs related to the damage or loss of the vehicle, including compensation for lost revenue based on the daily rental rate for the period the vehicle is unavailable, for a maximum of 30 days. This applies regardless of the User's fault or whether the User has accepted and paid for additional liability limitation or waiver packages.

## 7. REIMBURSABLE COSTS FOR THE USER

The Lessor shall reimburse the User for any costs related to oil, lubricants, routine servicing, and minor repairs incurred during the rental period, with the exception of car wash expenses, upon presentation of fully itemized invoices. The invoice must be issued to the Lessor:

ACCESS CAR RENTAL with refistreted seat in: GUATEMALA CITY, 8 AVENIDA 17-4, ZONA 13 COLONIA AURORA 1

To obtain reimbursement for the above-mentioned costs, the User must obtain prior written consent from an authorized representative of the Lessor; otherwise, reimbursement will not be granted.

## 8. DAMAGE LIABILITY / EXCESS

The risk and amount of the excess in the event of damage can be limited by selecting an appropriate protection package that reduces or waives the excess.

- Limited liability for damage with Basic Protect Package excess (CDW/TPL): By accepting such coverage, you may reduce or completely eliminate (subject to rental terms) your financial responsibility for damage or theft of the vehicle.
- Total Protect Package: By selecting and paying for this full coverage option, the User may completely waive their liability for vehicle damage (provided all terms are met). The Total Protect Package does not cover damage to the interior of the vehicle (unless the damage occurs as a result of an accident).

By signing the rental agreement, the User authorizes the Lessor to charge their credit card for any rental-related costs, breakdowns, or losses—up to the amount of the excess indicated in the rental agreement or the full cost of the damage if the User fails to comply with these terms and conditions, including damages discovered after the vehicle has been returned and not reported in accordance with the return procedure.

Insurance coverage does not apply to damage occurring in high-risk or war zones, or if the rented vehicle is used outside the territory of the Guatemala without the Lessor's prior consent and payment of the applicable cross-border fee.

## 9. COLLECTION AND PROCESSING OF PERSONAL DATA

T1. The User provides personal data voluntarily. Personal data is required for the execution of the rental agreement. The Lessor uses and processes personal data in accordance with applicable data protection regulations.

2. The Lessor undertakes to process personal data in accordance with applicable legal provisions and the rental agreement. In processing personal data, the Lessor agrees to comply with data protection laws, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR).

3. The data controller is Access Car Rental.

4. The personal data provided will be processed:

- for the purpose of taking steps prior to entering into a contract and for the performance of the contract – based on Article 6(1)(b) of the GDPR;
- on the basis of consent (solely for the purpose specified in the given consent) – based on Article 6(1)(a) of the GDPR;
- for purposes arising from legitimate interests pursued by the controller or by a third party (e.g. for the purpose of pursuing claims, direct marketing) – based on Article 6(1)(f) of the GDPR.

5. Personal data will be stored for the duration of the rental agreement and, after its termination, for the period necessary to fulfil legal obligations incumbent upon the Lessor as the data controller (for a period compliant with and required by applicable regulations), and, in the case of processing based on legitimate interests (including direct marketing), until consent is withdrawn or an objection is raised.

6. Due to the nature of the agreement, the recipient of the personal data may include the Lessor's partner (such as an insurance company, leasing company, bank, or service provider acting on behalf of the Lessor), and, in the case of processing based on legitimate interests, other cooperating entities (e.g. law firms, marketing agencies, etc.).

7. The Lessee has the right to access their data and the right to rectify, delete, or restrict the processing of such data, the right to data portability, the right to withdraw consent at any time (without affecting the lawfulness of processing based on consent before its withdrawal), and the right to object (if data is processed on the basis of the Lessor's legitimate interests). The Lessee also has the right to lodge a complaint with the President of the Personal Data Protection Office if they believe the processing of personal data violates GDPR regulations. Personal data may be processed automatically, including by profiling (profiling will be conducted in order to offer the Renter goods and/or services best suited to their needs and preferences).

## 10. FINAL PROVISIONS

The Lessor shall not be held liable for any damages incurred by the User due to delays in vehicle handover or for any losses suffered as a result of vehicle malfunction during the rental period. The Lessor reserves the right to terminate the rental agreement and to immediately repossess the vehicle if the User fails to comply with the provisions of these Terms and Conditions or the rental agreement, or if the vehicle is damaged. Termination of the rental service in accordance with these provisions does not affect the Lessor's other rights under this agreement or the General Terms and Conditions.

This agreement is drawn up in two identical copies, one of which is provided to the User and the other retained by the Lessor. By signing the final page of this agreement, the User confirms acceptance of the entire agreement and all its provisions. Furthermore, by accepting the insurance coverage related to damage as defined in Section 8, the User acknowledges and accepts the terms of that insurance coverage, having been properly informed.

Any amendments to this agreement must be made in writing. Oral agreements shall be deemed invalid. In the event of any disputes arising from this agreement, both parties agree to submit the dispute to the court of general jurisdiction, in accordance with Guatemala law.

## PRICE LIST

The base prices are quoted in USD and include all applicable taxes.

1. Fee for returning the Vehicle with a lower fuel level than at the time of pick-up	Missing litres of fuel multiplied by the rate of \$ 2 plus a refueling service fee of \$20,00
2. Damage Handelling Fee	\$150,00
3. Late Vehicle return fee	In the event of a vehicle return more than 59 minutes past the scheduled return time, full day late charges + taxes apply.
4. Child seat rental	\$ 5,00 per day
5. Child booster seat rental	\$ 5,00 per day
6. Excessive dirty vehicle	\$150,00
7. Return of the Vehicle without the registration certificate, insurance policy (if issued), registration sticker, or with damaged documents/items	Minimum \$50,00 (depends on a vehicle model)
8. Return of the Vehicle without technical documents (service booklet / maintenance schedule, user manual) or with the above-mentioned documents damaged	Contractual penalty equal to the cost of issuing / purchasing new documents, increased by \$50,00 (depends on a vehicle model)
9. Missing or damaged Vehicle key/remote control or license plate	Reimbursement of replacement/repair costs plus a contractual penalty of minimum \$150,00 (depends on a vehicle model)

10. Loss of Vehicle warranty attributable to the Lessee or User	Contractual penalty of minimum \$50,00
11. Missing or the need to replace/repair equipment items not listed in the Price List	According to authorized service center (ASO) rates plus a contractual penalty of \$50,00
12. Smoking in the Vehicle; transporting animals without prior consent	\$150,00 per every occurrence
13. Towing another Vehicle with the rented vehicle	Contractual penalty of \$500,00
14. Administrative fee for processing damage-related documentation	Minimum \$50,00 per every occurrence
15. Vehicle delivery / pick-up outside business hours	\$20,00 Must be arranged before rental with CARWIZ location.
16. Vehicle delivery/pick-up to/from a specified address within a city where CARWIZ has a branch (up to 10 km maximum)	Must be arranged before rental with CARWIZ location. Additional fee of minimum \$20,00 may be applied.
17. Vehicle delivery/pick-up to/from a specified address outside the city where CARWIZ has a branch (up to 25 km maximum)	Must be arranged before rental with CARWIZ location. Additional fee of minimum \$20,00 may be applied.
18. Return of the Vehicle to a different branch than the one where it was picked up, or to a location other than the one specified in the rental agreement, within the territory of Guatemala.	Not allowed.
19. Failure to make the Vehicle available for tire replacement or for scheduled maintenance once the odometer reading exceeds the limit specified in the service booklet or the vehicle's onboard computer, or failure to make the Vehicle available at all	Contractual penalty of minimum \$120,00
20. Additional driver	\$5,00 per day

21. Young / Senior driver surcharge	\$12,00 per day
23. Roadside assistance (breakdown or damage caused by the User) without full assistance option	\$500,00
24. Fee for missing parking ticket upon vehicle return	\$20,00
27. Fee for washing and cleaning the Vehicle returned in a excessive dirty condition	\$150,00

General Insurance Conditions for International product  
 -CDW/TP incl. In price  
 All values in USD (\$)

	Model Description	Basic Package (CDW/TPL) Excess	Basic Package Deposit	Medium Protect Package Daily	Medium Protect Package Excess	Medium Protect Package Deposit	Total Protect Package Daily	Total Protect Package Excess	Total Protect Package Deposit
EDAR	KIA PICANTO	1500	1500	12	750	750	25	0	200
CDAR	NISSAN VERSA	1600	1600	12	800	800	25	0	200
IDAR	KIA SOLUTO	1700	1700	12	850	850	25	0	200
CFAR	HYUNDAI CRETA	2000	2000	20	1000	1000	40	0	300
SFAR	HYUNDAI TUCSON	2800	2800	20	1400	1400	40	0	300
FFAR	HYUNDAI FRAN CRETA	3000	3000	22	1500	1500	44	0	350
SVAR	HYUNDAI STARGAZER	3100	3100	22	1550	1550	44	0	350
PVAR	HYUNDAI STARIA	3500	3500	22	1750	1750	44	0	350
SPAR	MITSUBISHI L200	3500	3500	25	1750	1750	50	0	400

## General Insurance Conditions for Domestic product

CDW is not included in price

- Without CDW, the client is responsible for the full value of the vehicle

All values in USD (\$)

	Model Description	Basic Package Daily	Basic Package (CDW/TPL) Excess	Basic Package (CDW/TPL) Deposit	Medium Protect Package Daily	Medium Protect Package Excess	Medium Protect Package Deposit	Total Protect Package Daily	Total Protect Package Excess	Total Protect Package Deposit
EDAR	KIA PICANTO	12	1500	1500	18	750	750	25	0	200
CDAR	NISSAN VERSA	13	1600	1600	19	800	800	25	0	200
IDAR	KIA SOLUTO	14	1700	1700	20	850	850	25	0	200
CFAR	HYUNDAI CRETA	16	2000	2000	22	1000	1000	40	0	300
SFAR	HYUNDAI TUCSON	17	2800	2800	23	1400	1400	40	0	300
FFAR	HYUNDAI FRAN CRETA	20	3000	3000	26	1500	1500	44	0	350
SVAR	HYUNDAI STARGAZER	21	3100	3100	27	1550	1550	44	0	350
PVAR	HYUNDAI STARIA	25	3500	3500	31	1750	1750	44	0	350
SPAR	MITSUBISHI L200	25	3500	3500	31	1750	1750	50	0	400