

STRICTLY DO NOT DRIVE: before&during sunrise and after&during sunset on national roads; through water deeper than 30cm; marshlands or swamps; through saltwater; through sandstorms; off-road; along or through river beds, dunes, beaches; over Van Zyl's Pass

NEVER: smoke or vape in vehicle; exceed 80km/h on gravel roads; exceed 40km/h whilst in LOW4x4; engage LOW4x4 whilst wheels are moving; leave car unguarded when parking or in case of break-down/ accident; leave belongings unattended in vehicle cabin.

DAMAGES: All damages, accidents and defects of any nature whatsoever, must be reported to KCH within 24 hours thereof and a police report/ Namibia Accident Report Form (or the equivalent in the country where accident occurred must be obtained in case of accident or theft, from the nearest police station from scene of incident.

Irrespective of any standard or reduced excess option or any insurance option selected, in the case of damages to the clutch, gearbox, rims and/or undercarriage, negligence and/or failure to comply with any traffic regulations and/or other statutory regulations and/or laws applicable in the relevant country where the Vehicle is operated and KCH Terms and Conditions, the Renter will be responsible for all associated costs to repair and/or replace the Vehicle. In case of an accident or damages to the Vehicle, regardless of fault and howsoever arising, this Agreement will automatically expire and the Vehicle must immediately be returned to KCH. No refunds will be given. KCH is under no obligation in terms of the Agreement or law, to provide a replacement vehicle to the Renter. Should a replacement vehicle be made available, a new excess and Rental Agreement applies.

INDEMNITY: The Renter herewith irrevocably and unconditionally indemnifies KCH for any deaths, or bodily injury or any other damage and/or loss, including consequential damage and/or loss, howsoever arising - to the Renter, driver, the passengers, and/or any third party - caused and/or sustained during the period of the Agreement or while the Vehicle is in possession of the Renter.

CAMPING & VEHICLE EQUIPMENT: It is the Renters responsibility to ensure that all necessary equipment is provided and he/ she understands the operation thereof and is comfortable using it. Additional vehicle and/ or camping equipment is not covered by any insurance option and has to be replaced in full by the Renter, in case of damage, loss, theft or accident, irrespective of how such damage, loss, theft or accident was caused or the excess chosen.

VEHICLE MAINTENANCE: The Renter is responsible to maintain the vehicle during the rental period. This includes but is not limited to: engage 4x4 in time to prevent getting stuck, check Vehicle after getting stuck, check gauges, Vehicle user interface, tyres regularly. Report potential problems to KCH immediately before proceeding further or into remote areas.

RE-FUELLING: KCH will deliver Vehicles with only the main fuel tank fully filled, even though Vehicles are all fitted with an auxiliary tank. In these instances, the fuel level of the main tank will be indicated by the fuel gauge on the instrument panel inside the Vehicle. The Vehicle shall be returned with the main tank fully filled.

TYRES: Should a tyre be punctured and be repairable it is important to note that the tyre repair will be for the Renter's own convenience (and cost) to continually have 2 spare tyres on the trip. KCH does not accept repaired tyres and tyre tread remaining on repaired/ punctured tyre will be calculated and for the Renter's account. Should a tyre not be repairable, the Renter is to inform KCH and a suitable tyre specification will either be sourced in the vicinity or a spare tyre will be sent to the Renter by courier. It is important to note that the courier cost will be for the Renter's account, irrelevant of excess chosen. Should the Renter and Vehicle be in a separate country or an area not accessible by courier, the Renter can choose to continue without the 2nd spare tyre or the Renter can for his/ her own convenience purchase another tyre at his/her own cost.

ROADSIDE ASSISTANCE: Due to the vastness of the region in which our vehicles operate and the unknown logistics, KCH may not be able to provide immediate recoveries or technicians to all areas. It is KCH's sole discretion whether to make use of local resources or other expertise. KCH will do its best to ensure speedy repair or recovery. Most vehicles are covered under a manufacturer's warranty and their warranty conditions will apply.

AREAS ENTERED AT OWN RISK: Particular areas' roads are in a challenging condition, require advanced off-road driving expertise and/or recoveries and repair are more difficult to effect. The following areas carry higher risk of vehicle failure, and the Renter assumes this risk when entering: Kaokoland, Khaudom NP, Northern Kalahari, Bwabwata NP, Mahango NP, Mudumu NP, Nkasa Rupara NP, Botswana National Parks and surrounding areas, e.g. Chobe NP, Moremi NP, Central Kalahari NP, Kgalagadi NP, Nxai Pan NP, Madgadikdagi NP, Khutse GR. The Renter is liable for all costs resulting from damages including but not limited to damages from getting stuck, bush scratches, tow-ins, electrical & mechanical breakdowns, transfers and repairs.

BORDER CROSSING AUTHORISATION: Border crossing authorisation is only given for countries noted in section 4. Charge information in this Agreement.

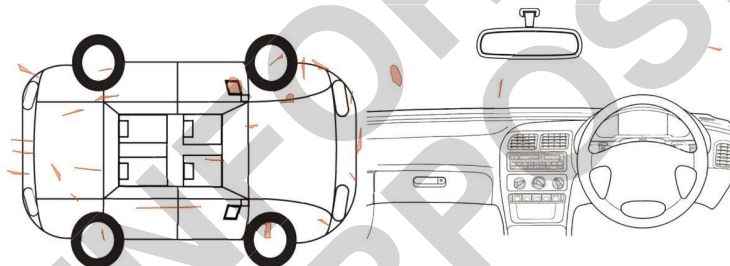
By signing below, the Renter and Additional Driver(s) has read and understands the KCH Agreement, the Terms and Conditions, as well as the damages report.

Signature Lessor
Kalahari Car Hire

Signature Renter

Additional Driver 1

Additional Driver 2



Existing Vehicle Damages

#	Damage Type	Details
416	Chip - Chip can be filled in windscreen (charge per chip)	Windscreen center: minor chip/pitting, no action required

Kalahari Car Hire Operations & Tours CC (KCH) Terms and Conditions

1. DEFINITIONS:

1.1. "KCH" refers to the company Kalahari Car Hire Operations and Tours CC.

1.2. "Vehicle" - The Vehicle(s) hired by the Renter (hereinafter referred to as "the Vehicle") is described in The Agreement (which description includes any substitute Vehicle/s which may replace the original Vehicle) and includes but is not limited to, and depending on the vehicle class and/or as per specification on the rental agreement, 1 or 2 spare tyres, seat covers, roof tracks, second battery system, load bars, fridge slide, cckopy and air system with or without tyre pressure monitoring system. The terms of this Agreement shall mutatis mutandis to any replacement Vehicle, except where a new Rental Agreement is concluded in respects of such replacement Vehicle.

1.3. "Damages" - Any costs incurred due to but not restricted to repairing of damage, replacement of parts or accessories (without allowing for depreciation), replacing the Vehicle (when it is damaged beyond economical repair), remunerating an assessor to inspect and report on collision damage, towing of the Vehicle to get repair quotations in case it is damaged such that it cannot be legally driven, as well as any other incidental costs (including legal costs) incurred, shall hereinafter be referred to as "Damages".

1.4. "Recovery Cost" - Any costs incurred due to but not limited to towing, transport and storing costs relating to the Vehicle after it's been declared unable/ unsafe to drive, solely by KCH, shall hereinafter be referred to as "Recovery Cost"

1.5. "Consequential cost" refers to any financial impacts or losses a Renter, Driver or any passengers may have incurred due to a Vehicle break-down, an accident, damage to a Vehicle or camping equipment, theft howsoever arising. KCH is not liable for any consequential costs incurred, howsoever arising and regardless of fault.

1.6. "Camping Equipment" refers to all equipment which is fitted and/or fixed to and included into the Vehicle should the Vehicle be rented with specified camping equipment. This includes but is not limited to tents, gas bottles, fridge, camping boxes, bedding, lamps, chairs and tables.

1.7. "Vehicle equipment" refers to all equipment which is included in the Vehicle when it is rented. This includes, but is not limited to Satellite Phone, GPS, Sandtrax, Compressor, jumper cables, seat covers, towing rope.

1.8. "Writing" includes but is not limited to SMS, instant-messaging apps, handwritten and signed Agreements and emails, or any other form of written communication.

1.9. A "Day" - is a period of 24 hours or part thereof, calculated from the time recorded under "Rental Start" in The Agreement and any extensions to the rental period must be in days (calendar).

1.10. "The Renter" includes, jointly and severally, any person or juristic person (such as but not limited to a close corporation or company) on whose behalf the Agreement is signed and concluded. The Renter will be the party responsible for the vehicle and must meet the KCH requirements, such as possessing a valid Driver's license, providing a credit card in their name and comply with KCH rental terms as outlined in the rental agreement and terms and conditions. This person will automatically be considered an authorized Driver.

1.11. "The Driver" refers to a person explicitly authorized to drive the vehicle during the rental period. The Driver must present a valid Driver's license as outlined in the rental agreement (refer to clause 3.1.20), must be added to the rental agreement, and will comply with KCH rental terms as outlined in the Rental Agreement and Terms and Conditions.

1.12. "Parties" refers to both the Renter and KCH.

1.13. "Accident" refers to but is not limited to, a car accident, or traffic collision, or a motor Vehicle accident, and occurs when a motor Vehicle strikes or collides another Vehicle, a stationary object, a pedestrian, or an animal.

1.14. "Repairs" refers to the act of fixing part of the Vehicle and/or camping equipment, and/or Vehicle equipment, that is broken or damaged. It involves restoring the specific item to a good condition after damage. This can include replacing parts, mending, or renewing to ensure sound functionality and durability, not disregarding aesthetic properties.

1.15. "Overturning" refers to a single Vehicle accident, whereby a Vehicle is overturned during driving, landing on either one of its sides, sometimes on its tyres again. A Vehicle Overturning is not covered by any insurance, irrelevant of RE taken out. The full replacement value of the Vehicle and/or camping equipment will have to be settled by the Renter in full.

1.16. "Negligence" refers to conduct by the "Renter" and/ or "Driver" that falls beneath the standard of care either generally expected in society, or Breach of this Agreement or established by law. In addition, it refers to the failure to exercise a degree of care and caution necessary to protect others from harm. Negligence includes but is not limited to:

1.16.1. any breach of the terms and conditions of this Agreement, whether material or not;

1.16.2. Breach of the traffic laws and regulations of the country where the incident occurred, for example, but not limited to not stopping at a stop street, driving on the wrong side of the road, exceeding the speed limits.

1.16.3. Not maintaining a safe following distance on tarmac as well as on gravel roads and either driving into the rear of someone else, or extensively (more than 3 chips) chipping the bonnet or windshield of the Vehicle

1.16.4. Stopping on any thorough fare, road surface, e.g. to take a photograph.

1.16.5. Backing up/ reversing into any obstacle or other Vehicle.

1.16.6. Damage to any part of the Vehicle, due to theft of an item left unattended inside the Vehicle cabin, irrespective of where the vehicle was parked.

1.16.7. Not notifying KCH of Damages and/or accidents occurred within 24hours, irrespective of extent or fault of Damages and/or accident.

1.16.8. Driving through water.

1.17. "Insurance" refers to a *contract* between KCH and the insurance provider, that provides financial protection against loss or damage to KCH's insured Vehicles caused by *Defined Events* such as specific accidents, theft, or fire. The policy consists of the policy wording, schedule, your application, all correspondence, and any statements made by or on the behalf of Kalahari Car Hire. These documents together form the Agreement between Kalahari Car Hire and their insurers. *Covered Events* must result in an *unexpected* loss or damage as defined in the policy and are expected to occur where the Vehicle is normally kept or used.

1.18. "Excess" refers to the *fixed monetary amount* that the policyholder is required to *contribute towards a claim* as a contribution towards the repairs or restorations of the claimed item, *before any benefits are payable by the insurer* under the terms of the insurance policy. Should a Vehicle be rented by a party, the onus and liability for payment of the Excess automatically falls onto the Renter as he/she is the responsible party (refer to clause 2.4) for the stipulated and defined Vehicle and time. The Excess amount is specified by KCH, and applies per claim, unless otherwise stated.

1.19. "Reduced Excess" The Renter may elect to reduce their "Excess". The "Reduced Excess" options, also referred to as "RE" options, chosen, are subject to predetermined terms and conditions and will result in the Excess being waived should Damages be caused by Defined Events only. Please note that the "RE" only applies to items as defined in Clause 1.1, and excludes loss or damage to personal property and/or Vehicle equipment (including but not limited to Satellite Phone, GPS, Sandtrax, Compressor) and/or camping equipment (Tents, Gas bottles, Fridge, camping boxes, bedding) in or on the Vehicle.

1.20. "Vehicle Undercarriage" refers to the structural framework and components located beneath a vehicle, supporting its body and facilitating its operation. It typically includes the chassis or frame, suspension system, axles, wheels, steering components, exhaust system, fuel tank, and parts of the braking and transmission (including drive) systems. The Undercarriage provides structural integrity, absorbs road shocks, and houses critical mechanical and electrical systems essential for the vehicle's movement and stability.

2. INTRODUCTION

2.1. These are the terms and conditions referred to in the Rental Agreement (hereinafter referred to as "The Agreement,) between the Renter who signs the Agreement and "KCH" The Renter hereby warrants that all the details provided on the Agreement are true and correct.

2.2. This Agreement contains all of the terms and conditions agreed between the parties. Any variation/s and/or additions, including but not limited to any extensions to the rental period, must be reduced to writing and confirmed by KCH (in writing), before becoming effective and binding. (If this Agreement is not validly extended, the Reduced Excess options in terms of clause 9 will immediately lapse upon expiry of this Agreement.

2.3. The Renter chooses the physical address furnished on the Agreement as its domicilium citandi et executandi for the service of all notices and/or legal processes. In addition thereto, if the Renter is not a resident of Namibia, KCH shall be entitled to serve any legal process at any one or more of the addresses obtained during correspondence.

2.4. KCH retains ownership of the Vehicle at all times, but all risks and liability in and to the Vehicle transfers to the Renter from the time the Renter and/or Driver receives the keys until the time the Vehicle and the keys are returned to KCH.

2.5. The Renter consents to the jurisdiction of the Magistrate's Court, Windhoek, or any other competent court that has jurisdiction within Namibia and agrees for KCH to recover any legal fees in Namibia on an attorney and own Renter scale, including counsel on brief. In the event that KCH is required to institute legal proceeding in a country other than Namibia, the Renter agrees that the highest costs scale recoverable in the jurisdiction of that country shall apply to those legal proceedings.

2.6. KCH reserves the right, but is not obliged, to replace the Vehicle/s with a similar Vehicle in the event the original Vehicle become immobilized or unavailable for whatever reason. The Renter shall be liable for fuel usage and stamp duty and for all extras requested by international or local authorities and furthermore to conclude any new rental Agreement and/or addendum to the Agreement with KCH for the replacement Vehicle, if so requested by KCH, together with a further Excess and/or waiver, as the case may be.

2.7. If for reasons beyond our control, the reserved Vehicle is not available, KCH reserve the right to substitute the Vehicle with another Vehicle in the same category or in a higher category. This shall not constitute a breach of contract or entitle the Renter to a refund, reimbursement or compensation in any way.

2.8. All rental Vehicles are fitted with GPS trackers, including speed monitors and a select few Vehicles with tyre pressure monitors.

2.9. Speed monitors will alert the Vehicle occupants of excessive speeds by emitting a sound.

2.10. Vehicle tyre pressure monitors will alert Vehicle occupants of low tyre pressure by voice recording. Monitoring tyre pressure can only be done with a mobile app, which can be downloaded.

2.11. KCH speed regulations:

2.11.1. within all city/ urban limits and in National Parks: maximum 60 km/hr.

2.11.2. all gravel roads: maximum 80 km/hr (KCH speed regulations do overrule road signs indicating speeds more than 80km per hour.

2.11.3. all national tarred roads: maximum 120 km/h or as per official road signs.

2.12. KCH minimum tyre tread values:

2.12.1. Rough or Mud Terrain Tyres:

2.12.1.1. spare tyres: 4-6mm or more at start of rental

2.12.1.2. fitted to vehicle: 6mm and more at start of rental

2.12.2. All Terrain Tyres:

2.12.2.1. spare tyres: 3-4mm or more at start of rental

2.12.2.2. tyres fitted to vehicle: 5mm and more at start of rental

2.13. Vehicle pick ups and returns will be done 8am to 4pm.

3. RENTER RESPONSIBILITIES

3.1. Vehicle

3.1.1. The Renter warrants and accepts sole responsibility for ensuring that the Driver/s specified in the Agreement (hereinafter referred to as "the Driver"):-

3.1.2. Shall, before accepting the Vehicle, inspect the Vehicle and shall satisfy him/herself that it is in a good working condition and that the wheel lug torque is set to the recommended specifications;

3.1.3. Shall, after receipt of the Vehicle, at the expense of him/herself, properly ensure that all necessary and correctly specified water, oil and diesel/ petrol is provided for the running of the Vehicle, failing which the Renter shall be liable for any resultant loss or damage;

3.1.4. Shall ensure sound understanding of the different drive systems of the Vehicle by all Drivers. This includes the 4 wheel drive system, sport mode system and is not limited to understanding:

3.1.4.1. that you shall not exceed 40km/h whilst in LOW4x4;

3.1.4.2. that you shall not engage or disengage LOW4x4 whilst wheels are moving;

3.1.4.3. proper diff lock functioning and when to use this;

3.1.4.4. sport mode function and when to use this;

All Damages as a result of incorrect usage of the drive system will be for the Renter to pay and will be regarded as Negligence. In addition, Damages are not covered by insurance, irrelevant of Excess chosen (Refer to Clause 7.2.6)

3.1.5. Shall not lease, lend, alienate, abandon or otherwise incur or dispose of the Vehicle;

3.1.6. Shall not transport or load any articles/items which may cause damage to the Vehicle, any part thereof or its upholstery;

3.1.7. Shall park the Vehicle safely and securely in a secure parking area when not being driven; shall not leave car unguarded when parking or in case of break-down/ accident.

3.1.8. Shall not allow any person other than the Driver/s specified in the Agreement to operate the Vehicle.

3.1.9. Shall make sure that the Vehicle and camping equipment (if applicable) are returned in the same condition as received, barring minimal wear and tear.

3.1.10. Shall ensure that no person tampers and/or demolishes any tracking or related system in and to the Vehicle, if tampered with, the Renter shall be liable for all direct, indirect and consequential Damages and the Renter shall forfeit all rights to insurances or waivers and remain liable for all such Damages, howsoever arising.

3.1.11. Shall report any problems and/or avoid any driving obstacles they are not comfortable to cross or which may put the Vehicle at risk.

3.1.12. Shall not drive the vehicle through water deeper than 30cm, marshlands, swamps, and/or saltwater, along or in riverbeds, beaches, and/or dunes whatsoever.

3.1.13. Shall not drive off-road or on on unregistered roads (any road which does not start with an Alphabetical Letter)

3.1.14. Shall not drive at night, during dusk and dawn on national roads between towns.

3.1.15. Shall not drive over the Van Zyls pass.

3.1.16. Shall not drive through or in sandstorms whatsoever.

3.1.17. Shall not smoke or vape inside the Vehicle or tents.

3.1.18. Shall not enter additional areas where recoveries and repair are more difficult to effect. Remote areas carry higher risk and the Driver (s) Renter assumes this risk when entering these areas. The Renter will be pro-active prior to entering these areas, do general checks on the Vehicle and any noises, new rattles or possible fluid leaks investigated before entering remote areas.

3.1.19. Shall be the only person(s) who drive(s) the Vehicle and that (s)he shall keep the Vehicle keys in a safe place at all time.

3.1.20. Is in possession of an unendorsed valid driving license in English (which (s)he can produce if KCH requires to see it) and has never been denied car hire facilities or refused motor insurance. If the Driver's license is not available in English, an International Driver's License or a sworn translation has to be submitted.

3.1.21. Does not suffer from any physical infirmity, epilepsy, defective vision, hearing or any other medical condition which may pose a risk and is neither addicted to nor under the influence of alcohol or any habit-forming or illegal drug or any other intoxicating or impairing substance/s, including prescribed medication with such effects.

3.1.22. Shall not use the Vehicle for racing or any motorsport, towing another Vehicle or caravan, or a competition of any kind.

3.1.23. Shall not allow the Vehicle for conveyance of passengers for reward, and under no circumstances shall hitchhikers and/or any persons unknown to the Renter, be conveyed in the Vehicle.

3.1.24. Shall not drive the Vehicle in a Negligent manner whatsoever as set out in this Agreement or otherwise

3.1.25. Shall ensure the Vehicle is used and maintained in a proper and reasonable manner within the capabilities of the Vehicle and shall only be used on suitable roads and may only be used for the purpose for which it is intended

3.1.26. The Renter understands that the Vehicle is covered under the new Vehicle manufacturers warranty and their warranty conditions will apply where mechanical failures occur. Under no circumstances will the Renter approve or effect any mechanical alterations, which may affect or impact the warranty conditions. Prior to any work done on the Vehicle, the Renter will obtain written approval from KCH.

3.1.27. Is responsible to maintain the Vehicle during the rental period. This would include the standard check of tyre pressures, wheel alignment if necessary, oil and coolant levels and to be aware of any symptoms which may arise during the rental period. In addition, should the Vehicle reach a 10 000 (ten thousand) kilometer mark during the rental period the Renter is required to inform KCH forthwith, to enable KCH to arrange for the service of the Vehicle at a specified dealership. The 10 000 km service charges will be covered by KCH, however should any additional required repairs be identified, which directly relate to the wear and tear of the Vehicle, the Renter will be held liable for these charges.

3.1.28. Upon refusal by the Renter to have the Vehicle serviced, KCH reserves the right to demand the immediate return of the Vehicle, as to ensure that the manufacturer's warranty is not cancelled and deemed null and void.

3.1.29. Shall notwithstanding anything to the contrary that may be contained in the Agreement, the Renter shall remain liable for the Vehicle and all obligations due to KCH in terms hereof, irrespective of who operates the Vehicle at any given time.

3.1.30. The Renter agrees to pay KCH any and all costs and expenses arising from any breach by the Renter of this Agreement.

3.1.31. The Vehicle shall not be taken outside of the Republic of Namibia without the prior written consent of KCH. The Renter must acquaint him/herself with the additional insurance, police clearances, excesses and extra border crossing charges and requirement, which shall be for the expense of the Renter.

3.1.32. The Renter shall be liable for all fines, penalties and offences in terms of the Road Traffic and Transport Act 22 of 1999 and Regulations, as amended from time to time, and any other relevant Ordinances or Acts. This includes but is not limited to parking fines, traffic violations and other offences arising out of or concerning the use of the Vehicle during the rental period and the Renter indemnifies KCH against such liability.

3.1.33. The Renter shall ensure that all Drivers have read and understand the Terms and Conditions as stipulated in this Agreement.

3.2. Camping and Vehicle Equipment Rented

3.2.1. The Renter agrees that all camping and/or vehicle equipment will be returned in the same condition as received.

3.2.2. The Renter shall, at handover, inspect all Equipment and shall satisfy him/herself that it is in a good working condition and that he/ she understands how to utilize the equipment to prevent damage and/or wrongful usage. This includes, but is not limited to:

3.2.2.1. releasing the gas bottle from its position in the vehicle and proper usage thereof.

3.2.2.2. using the tent ladders properly at the correct angle to ensure that they do not break;

3.2.2.3. properly installing the table in the canopy latch to ensure that the latch does not accidentally open and rip the mechanism from the canopy.

3.2.2.4. ensuring that the chairs are stored in the protective covers so that they are not damaged while driving.

3.2.2.5. Understanding how to utilize the GPS and the Maps for Africa loaded.

3.2.2.6. Understanding the usage and benefit of the compressor, including storage thereof to prevent damage to the compressor.

3.2.2.7. Correct usage of the satellite phone and agreement that the usage is charged additionally per minute.

3.2.2.8. ensuring that stainless steel pots and pans are not used to cook on open fire.

3.2.3. KCH takes no responsibility for any items which may be damaged, or which may stop working during the rental period; but will assist, where possible, to arrange for replacement or repair at the Renter's cost.

3.2.4. The Renter shall agree and take note of the fact that all Camping Equipment and/or Vehicle Equipment is not insured as part of the Vehicle insurance, and upon theft/ loss/ damage of these items the Renter will be liable for replacing the item(s) with an identical item to the current, to ensure conformity of specifications. Alternatively, the Renter may pay to KCH the replacement value of the item(s).

3.2.5. The Renter shall inspect the fitting of the baby seat and satisfy him/herself that it has been properly fitted, if KCH has been requested to provide a baby seat with the Vehicle. KCH will not be held responsible for any injury or death resulting from an incorrectly fitted baby seat;

3.2.6. The Renter shall, after receipt of the Equipment, at the expense of him/herself, ensure that all necessary consumables are provided, for the Equipment to operate at its best ability. This includes but is not limited to correctly specified gas to refill gas bottles, batteries for the lamps, airtime for the sim cards,

Initial:

3.2.7. The Renter shall, upon loosing/ breaking/ burning an item, agree to notify KCH to ensure that the replacement items are according to KCH specifications. Should the correct specification not be available, the Renter may keep the item, and upon return pay the replacement value of the correctly specified item.

3.2.8. Shall be liable for a deep cleaning fee should the tents and/ or camping equipment be extremely dirty, or in case of users smoking or vaping inside the tents.

4. RATES AND CHARGES

4.1. KCH's rates include maintenance, taxes, insurance of the Vehicle (with Excess payment of NAD 40 000), unlimited and/or return, 2 additional Drivers.

4.2. All Vehicle rentals of more than 10 days include a personal airport or hotel taxi service to and from the Kalahari Car Hire Office in Windhoek.

4.3. It is The Renter's duty to acquaint him/herself with and pay on demand the rental rates as agreed, as well as any applicable additional charges including, but not limited to delivery, collection, one-way drop-off, child booster seats/ fuel, valet cleaning, repairs, replacements, incident claim handling fee, traffic fine handling fee, reduced Excess/ deposit fees, Recovery Costs, camping equipment rental, Vehicle equipment rental fees, and so on.

4.4. Payment must be made by one of the following credit cards: Visa or Master Cards, by Swift or electronic funds transfer, in cash or any other method approved by KCH in writing.

4.5. Regardless the method of payment chosen, the Renter consents to KCH making any enquiries it deems necessary with any credit bureau and obtaining from and disclosing to any credit bureau, or any other person with whom the Renter has had financial dealings, any information concerning the Renter's credit profile and payment history.

4.6. KCH will charge interest on overdue amounts at a rate of 2.5% per month, compounded monthly.

4.7. The Renter shall be personally liable for any rental and related costs due to KCH in terms of the Agreement, in the event that the company, tour operator or agent fails to pay any amount due in terms of this Agreement on Vehicle pick-up date, unless the company, tour operator or agent has an account with KCH.

4.8. The KCH Refund policy on started rentals, late or delayed Vehicle pick-ups and/or early returns or repossession does not warrant a refund.

4.9. Should KCH have to process fine(s) on behalf of the Renter, a NAD 575 (five hundred and seventy five Namibian Dollars) handling fee will be charged.

4.10. Should KCH have to refuel a vehicle, the administrative refuelling fee will be NAD 230 (two hundred and thirty Namibian Dollars)

4.11. KCH Cancellation Fees:

4.11.1. Thirty (30) or more days before rental start: full refund

4.11.2. 7-29 days before rental start: 25% of full rental fee

4.11.3. Six (6) and less days before rental start: 50% of full rental fee

5. RETURN AND REPOSSESSION OF THE VEHICLE

5.1. Returns

5.1.1. Vehicle Returns will occur at predetermined location, times and dates as per the rental Agreement.

5.1.2. All Earlier or later returns to be communicated to KCH 48 hours beforehand to ensure available returns agent, especially on weekend, public holidays or after hours.

5.1.3. Earlier and later returns may result in pre-booked personal taxi service not being available and may also result in additional costs to ensure timely arrival to airport.

5.1.4. KCH will deliver Vehicles with only the main fuel tank fully filled, even though Vehicles are all fitted with an auxiliary tank. In these instances, the fuel level of the main tank will be indicated by the fuel gauge on the instrument panel inside the Vehicle. The Vehicle shall be returned with the main tank fully filled. Should the fuel gauge not indicate a full main tank, the Renter may refuel again at own risk/ drive away with Vehicle under current rental Agreement and refuel again. Alternatively, KCH will charge the client for the missing fuel, as close as possible to multiples of eights, in addition to a handling fee of NAD 230 (Two Hundred and Thirty Namibian Dollars). All re-fuelling charges will be charged including VAT.

5.1.5. Should the Vehicle return be at a location where no fuel station is close at hand, and the fuel gauge does not indicate full, the KCH employee will note the level of the fuel gauge and upon return to the KCH office charge the client as per Clause 5.1.4.

5.1.6. Unless agreed in writing, if the Vehicle is not returned to any KCH depot by the agreed time and date, the Renter herewith agrees to pay the applicable daily rate as specified in The Agreement plus a late return surcharge of NAD 575 (Five Hundred and Seventy Five Namibian Dollars) per every late hour thereon. Furthermore, if the Vehicle is not returned timely, KCH may demand the immediate return of the Vehicle and claim any Damages that it may suffer because of the late return.

5.1.7. Should the Vehicle be returned to KCH by any person (including but not limited to the Renter and/or any Driver) prior to the expiration of the rental period, then and in such event the rental period shall automatically lapse, all rental amounts shall be forfeited to KCH and KCH shall have no obligation to return the Vehicle, or any replacement Vehicle, to the Renter under any circumstances.

5.1.8. KCH reserves the right, on return of the Vehicle to decide in its sole discretion if it is needed to carry out any repairs or replacements to the Vehicle, including but not limited to valet cleaning, elimination of any unpleasant odors such as smoke or vape, and may carry out such repairs and hold the Renter liable for such costs.

5.1.9. A "Repairs Estimate" sheet will be completed, and must be signed by KCH and the Renter, after which the total estimate cost must be paid by the Renter at the time of Vehicle return. After KCH has reviewed the Vehicle and/or the actual extent or all required repairs and/ or tracker information and/or has sent the Vehicle to obtain quotations for specialist repairs, feedback will be provided to the Renter, via writing, irrelevant what was verbally mentioned during the return and/or the rental period and/or the Vehicle pick-up. Should the extent of the Damages be less than the repairs estimate sheet, this will be refunded or in case of the Damages being more, the Damages will be submitted to Renter to settle the outstanding debt.

5.2. Repossessions

5.2.1. If the Renter has furnished any incorrect information in this Agreement and/or commits a breach of any of these terms or conditions, and/or permits any person to drive the Vehicle who is not listed as a Driver on the Agreement, and/or violates any laws and/or rules and/or regulations by any official Authority within Namibia and/ or any country this Agreement allows the Renter and Vehicle to travel in, and/or commits an act of insolvency and/or fails to satisfy any judgement within 7 days of being granted, then KCH may forthwith cancel this Agreement and immediately retake possession of the Vehicle without prejudice to any other rights, including its right to claim the full rental charges and/or Damages for breach of the Agreement.

5.2.2. KCH reserves the right to take possession of the Vehicle at any time for any reason, whatsoever, including but not limited to any breach of the terms of this Agreement.

6. ACCIDENTS, OVERTURNING, LOSS, REPAIRS & THEFT

6.1 The Renter must immediately and without delay notify KCH of any accident, damage, overturned Vehicle, loss and/or repairs required, or theft.

6.2 Failure to do so will render the insurance and in case of reduced Excess selected, null and void.

6.3 KCH will to their best ability, bearing in mind that quality of communication and location of incident may hinder the process, provide the Renter with assistance, including but not limited to arranging a tow truck, emergency services, a contact for a repair shop.

6.4 The Renter shall not effect any towing or allow any repairs to be effected to the Vehicle without the prior written consent of KCH, except in cases as listed in Clause 6.7.

6.5 Failing Clause 6.4, the Renter shall be liable for any Damages, Recovery Cost and or replacement cost incurred or arising as a result thereof, notwithstanding that the Renter may in any event be liable for such Damages and/or Recovery Costs, as the case may be.

6.6 Should repairs not be possible and should full replacement be required, the Renter agrees to pay the full replacement (retail value) of an identical or similar approved Vehicle and/ or Product.

6.7 KCH may bill Renter for full parts reinstatement should the correct specification not have been available during emergency repair.

6.8 The Renter is issued with either 1 (one) or 2 (two) spare tyres upon renting a vehicle. Should a tyre be punctured and be repairable it is important to note that the tyre repair will be for the **Renter's own convenience (and cost)** to continually have 2 spare tyres on the trip. KCH does not accept repaired tyres and tyre tread remaining on repaired/ punctured tyre will be calculated and for the Renter's account.

6.9 Should a tyre not be repairable, the Renter is to inform KCH and a suitable tyre specification will either be sourced in the vicinity of a spare tyre will be sent to the Renter by courier. It is important to note that the courier cost will be the Renter's account, irrelevant of excess chosen. Should the Renter and Vehicle be in a separate country or an area not accessible by courier, the Renter can choose to continue without the 2nd spare tyre or the Renter can for his/ her own convenience purchase another tyre at his/her own cost.

6.10 In case of damage to the Vehicle the Renter accepts the assessment of any Official Dealer of that make of Vehicle and/or the assessment of any Independent Assessing Services/Loss Adjuster which KCH may instruct in its sole and absolute discretion, even when the "Accident/ Claims Report" has not been signed by the Renter for whatsoever possible reason (dispute, unattended Vehicle return, etc.)

6.11 The Renter agrees to sign the "Repairs Estimate Sheet" when returning the Vehicle or, in case the Vehicle is replaced by another Vehicle, agrees to sign the "Repairs Estimate Sheet" of the Vehicle to be replaced, before receiving another rental Vehicle. Should the Damages not be clear at time of receiving the replacement Vehicle, the "Repairs Estimate Sheet" has to be signed after assessment.

6.12 It is agreed that the rental period as specified on the Agreement shall not be interrupted should the rented Vehicle become unusable as a result of an accident, damage, or a case of theft during the rental period. Under the aforesaid circumstances, KCH is also under no obligation to replace the unusable or damaged Vehicle with another and/or to return the Renter to the renting location or elsewhere.

6.13 In situations where the Renter requires a replacement Vehicle due to breakdown, malfunction, accident or any circumstances during the rental Period and in circumstances where KCH can provide same at its sole and absolute discretion: The Renter must sign a new rental Agreement for the replacement Vehicle. This Agreement will stipulate the terms and conditions for the use of the replacement Vehicle, which may differ from the initial Agreement.

6.14 The Renter will be charged a new rental fee for the remaining days of the initially stipulated rental period or for the duration the replacement Vehicle is used, whichever is longer. This fee will be determined based on the company's prevailing rates for the type and model of the replacement Vehicle provided.

6.15 The Renter must choose a new Excess option as per the options outlined in Clause 7.2 of this Agreement.

6.16 The chosen Excess amount will be reserved on the Renter's credit card and will be subject to the

terms mentioned in Clause 7.2 concerning handling, validation, and invalidation of insurance claims.

6.17 Upon signing the new rental Agreement for the replacement Vehicle, the initial rental Agreement for the original Vehicle will be deemed terminated. All rights, obligations, and liabilities under the initial rental Agreement will cease, and the Renter's rights, obligations, and liabilities for the replacement Vehicle will be governed solely by the new rental Agreement. In the absence of a replacement agreement, the terms and conditions of the initial agreement will apply.

6.18 The Renter is responsible for ensuring the original rented Vehicle, if in a condition to be moved, is returned to the company or left in a secure location as agreed upon with KCH. If the original Vehicle is not in a movable condition, for whatever reason, the Renter must inform KCH promptly to make arrangements for its recovery and may not leave the vehicle and its contents unattended.

6.19 Nothing in this clause shall be deemed to waive any rights or remedies that KCH may have against the Renter under this Agreement, especially those related to Damages, loss, or any liabilities arising from the use of the original Vehicle or replacement Vehicle, as the case may be.

6.20 Accident:

6.20.1 In the event of a collision or accident, the Renter shall be responsible for the Driver obtaining and furnishing the details of the parties involved and any witnesses to the collision or accident, and warrants that the Driver shall not admit liability or guilt; shall not abandon the Vehicle without making sure that it is adequately safeguarded and secured.

6.20.2 The Renter shall obtain a case reference number from the police and provide a copy of the police report and/or Namibia Road Accident Form, or similar document as stipulated by the country that the accident occurs in, to KCH within 24 hours of the accident, regardless of any reduced Excess options taken out. Failing this, the RE and insurance cover, if any, will lapse, and be regarded as null and void.

6.21 Overturning:

6.21.1 In the event of the Vehicle Overturning the Renter shall be responsible for the Driver obtaining an accident report in the same town/ region of where the incident occurred within 48 hours; and shall not abandon the Vehicle without making sure that it is adequately safeguarded and secured, the location and details whereof must be provided to KCH forthwith.

6.22 Theft:

6.22.1 The Renter must ensure that the Driver hands the original keys of the Vehicle to KCH within 24 hours of the Vehicle being stolen and produce a police report, failing which, the Renter shall be liable for all related charges as determined by KCH in its sole discretion.

6.22.2 In the event of a hijacking, a police report and/or medical proof of a hijacking trauma must be produced, failing which, the Renter shall be liable for all related charges as determined by KCH in its sole discretion.

6.22.3 An additional Excess of NAD 3 000 (Three Thousand Namibian Dollars) is payable by the Renter in case of theft or hijacking in neighboring countries.

7. INSURANCE, REDUCED EXCESS (RE), INDEMNITY

7.1 Insurance:

7.1.1 Insurance exclusions: Vehicle Undercarriage, clutch & gearbox, side windows, rims and Overturning of Vehicle. In the aforementioned events, the Renter will be liable for, inter alia, all towing, repair and/or replacement costs.

7.1.2 Furthermore, in any cases where Renter and/or Driver "Negligence" as stipulated in clause 1.16 can be proven, the insurance cover will be rendered null and void.

7.1.3 The Vehicle is insured in terms of the provisions of the Motor Vehicle Accident's Fund, Act 10 of 2007 as amended, for certain limited losses or damage that a person suffered as a result of any bodily injury and/or death and subject to compliance with the provisions of the said Act. Notwithstanding, any such claim in terms of the Act shall be between the Renter and/or Driver and the MVA directly. KCH shall not be responsible to lodge and/or manage any claim on behalf of any party.

7.1.4 Vehicle insurance includes NAD 2 500 000 (two and a half million Namibian Dollars) third-party liability insurance per incident, irrelevant of amount of KCH or other Vehicles involved, whatsoever.

7.2 Excess and Excess Reduction Options:

7.2.1 KCH does not act as an agent or intermediary in offering the Excess limitation options. Furthermore, KCH provides no advice, recommendations, or endorsements regarding the suitability or appropriateness of any specific Excess limitation option for the Renter.

7.2.2 The Excess limitation options presented by KCH are not, under any circumstance, to be construed as insurance coverage between KCH and the Renter as per the Short-term Insurance Act 4 of 1998. Neither should they be regarded as a financial service product under any other applicable legislation.

7.2.3 The "RE" shall only extend to cover any damage or loss to the Vehicle mentioned in the Agreement, only, and shall not cover another Vehicle Excess, or be able to be transferred to another cost the Renter is liable for.

7.2.4 The Renter acknowledges and accepts liability for an additional charge for RE chosen, as reflected in the Agreement. The Renter shall be liable for any and all Excess amounts as specified in the Agreement and the rates schedule.

7.2.5 The Renter shall, regardless of fault, be liable for all Damage/s to or loss of the Vehicle and Recovery Cost if Negligence can be proven, whatsoever, regardless of RE chosen.

7.2.6 The Renter shall, regardless of fault, be liable for all damage to or loss of the Vehicle and Recovery Cost should there be damage to the Vehicle Undercarriage, the Vehicle rims, water damage to the Vehicle, in case of Overturning of the Vehicle, and/or side windows damage.

7.2.7 The "RE" options offered by KCH do not cover or apply to: claims arising from injuries received by Driver and/or passengers of the Vehicle; damage or destruction of property owned by, rented to (including camping goods rented by KCH), goods the Renter or Driver is in charge of or transported by The Renter or Driver or to any replacement Vehicles.

7.2.8 The "RE" options are:

7.2.8.1 The Standard Excess is NAD 40 000 (Forty Thousand Namibia Dollars) and will be blocked on the main Renter's valid Credit Card at rental start. All Vehicle Accidents and Vehicle Damages (except for Damages as per Clause 7.1.1 and proven Negligence as per Clause 7.1.2) over the initial Excess amount is covered.

7.2.8.2 The Reduced Excess Waiver is NAD 20 000 (Twenty Thousand Namibia Dollars) and will be blocked on the main Renter's valid Credit Card at rental start. All Vehicle Accidents and Vehicle Damages (except for Damages as per Clause 7.1.1 and proven Negligence as per Clause 7.1.2) over the initial Excess amount is covered.

7.2.8.3 The Mini Excess Waiver is NAD 5 000 (Five Thousand Namibia Dollars) and will be blocked on the main Renter's valid Credit Card at rental start. All Vehicle Accidents and Vehicle Damages (except for Damages as per Clause 7.1.1 and proven Negligence as per Clause 7.1.2) over the initial Excess amount is covered.

7.2.8.4 The Zero Excess Waiver is NAD 0 (Zero Namibia Dollars) and no money will be blocked on the main Renter's credit card. It is important to note that irrespective of no Excess blocked, the Renter will still be liable for all Damages as defined in Clause 7.1.1 and Clause 7.1.2. The Zero Excess Waiver also includes 1x new windscreen and 2x new tyres per 30 days rental. Should the rental be more than 30 days, a pro rata rate will be applied to replacements.

7.2.8.5 The Tyre and Glass Cover is an additional cover which includes 1x new windscreen and 2x new tyres per 30 days rental. Should the rental be more than 30 days, a pro rata rate will be applied to replacements.

7.2.9 It is important to note that separate Conditions apply as to waiver option selection. These are clearly stipulated on our website and it is the Renter's responsibility to ensure that these Conditions are understood and the Renter agrees to these, prior to making a reservation.

7.3 Indemnity:

7.3.1 The Renter indemnifies KCH against any claims for loss, Damages (direct, indirect or consequential), bodily injury or death and costs (including attorney and own Renter costs) that may be incurred and/or sustained as a result of or arising out of a breach of The Agreement and/or an act or omission by The Renter or any person that The Renter allows to access the Vehicle.

7.3.2 KCH shall not be liable for: any damage arising out of any defect in or mechanical failure of the Vehicle, including but not limited to any loss or damage to any person, including death or bodily injury, or property transported or left in the Vehicle; for any Damages, consequential cost, loss of profits of any kind of any breach of this Agreement, or arising out of any cause whatsoever, including but not limited to loss resulting from any act or omission of KCH, its agents or employees. KCH accepts no liability for delays resulting from break downs or any other circumstances. The foregoing shall apply mutatis mutandis to any damage, loss and/or injury caused by another customer of KCH.

7.3.3 KCH shall not be responsible for any mistakes, omissions or misleading and/or incorrect information transmitted by any booking or travel agent to- and from the Renter.

8. CONSENT REGARDING THE PROCESSING OF PERSONAL INFORMATION

8.1 By signing this rental Agreement, the Renter consents to:

8.1.1 The processing and further processing of its personal information by KCH or any of its operators or agents on the condition that they will secure the integrity and confidentiality of the Renter's personal information.

8.1.2 The collection of information by KCH from any other source to confirm and supplement the personal information which KCH has about the Renter;

8.1.3 The retention by KCH of records of the Renter's personal information for as long as required for legal, regulatory, fraud prevention and financial crime purposes.

8.1.4 KCH conducting credit enquiries about the Renter with any credit bureau or credit provider from time to time and providing the Renter's personal information, including details of any non-compliance and the manner in which it conducts its account, to credit risk management services and or crime prevention agencies;

8.1.5 And authorises the company to make use of the Renter's personal information provided to KCH for purposes of tracking and recovering the Vehicle if it is not returned to KCH at the agreed time and date for the rental Agreement.

8.1.6 KCH tracking the Vehicle for purposes of monitoring the Renter's use of the Vehicle and recovering the Vehicle and the company disclosing the tracking report to its insurance company, the Renter's employer (if the employer is responsible for payment) and any other third party having a legitimate interest;

8.1.7 And authorises KCH to disclose the Renter's personal information to its agents, the relevant traffic department or government institution for purposes of the redirection, collection or administration of any traffic fines or infringements concerning the use of the Vehicle whilst the Vehicle was at the risk of the Renter.

8.1.8 The Renter hereby authorizes KCH to disclose to any relevant authority any information, which may be required by law

Initial: