

General Conditions for the tourist transport service provided by *Bus Turístico Salta S.RL.*

Bus Turístico Salta SRL, hereinafter referred to as the “OPERATOR”, legally addressed at 20 de Febrero N° 798, Salta, Argentine Republic and the tourist passenger, hereinafter called the “USER”, agree as follows:

FIRST: The OPERATOR provides the USER with a transport service for a pre-set circuit, with stops within the city of Salta, Argentine Republic; and the USER, with the ticket-purchase acknowledges to and completely agrees with all the general conditions set for the transport service.

SECOND: The USER hires the service with the payment of a unique ticket that will be valid for the hired period of time, which shall begin with the first service of the day and expire with the last service of the due day.

THIRD: The USER shall freely get on and off the bus using the pre-set stops assigned by the OPERATOR.

FOURTH: With the purchase of the ticket, each adult user will be provided with a tourist stops guide that shall contain all the information regarding stops, tourist attractions and shopping places and/or whatsoever the OPERATOR shall deem necessary for the service.

FIFTH: The USER shall show the ticket to the properly accredited OPERATOR as s/he gets on, gets off or travels. The denial of showing the ticket by the USER while traveling on the bus will imply the automatic expiration of the ticket and of the service, being the USER obliged to get off the bus or otherwise, s/he shall pay for the total ticket amount plus a 20% charge. Once the ticket is submitted to the USER, the OPERATOR shall not be responsible for the loss, stealing or deterioration of the ticket, which shall be kept until its expiration.

SIXTH: The stops and transport units are exclusively for the USERS’ usage. Should the USER allow the use of the service to third parties who had not paid for the service, the USER and the third party shall pay as specified in the FIFTH hereof.

SEVENTH: The infant USERS shall be able to use the services provided by the OPERATOR only if accompanied by an adult or an

over-21 user that has paid for the ticket, being not able to occupy a seat and having to travel with the adult or over-21 user. Given this situation, the infant USERS shall be free of charge and the adult or the over-21 user shall request for the corresponding ticket for the infant. The infant USERS who will occupy a seat, shall pay for the 50% of the total ticket amount. Junior, adult and over-21 USERS shall pay for the 100% of the ticket amount.

EIGHTH: The OPERATOR reserves the right of admission, as well as the right to change, discontinue, interrupt and/or cancel the transport service, stops, time and/or frequency of the service without prior notification due to traffic obstacles, weather conditions, mechanical problems, demonstration of whatsoever origin and/or any other circumstance of *force majeure* that may hinder the OPERATOR to provide with the transport service and that may risk the users' lives or the operator's equipments. This shall not entitle the USER with the right to claim reimbursements of the ticket nor any type of compensation.

NINTH: The OPERATOR reserves the right to set the time frequency, the stops locations, the content of the stops guides and to apply price adjustment without prior notification.

TENTH: The OPERATOR shall not be responsible for the services provided by third parties and hired by the USERS, being of land, air or sea nature, private or public; such as chair lifts, funicular, or whatsoever nature taken during the tourist circuit.

The legal companies (legal entities) or natural companies that offer benefits to the users through any of the advertising media (written, TV, spoken) administrated by the OPERATOR, the latter shall be excluded of all responsibility and the users shall claim for whatsoever matter to the offerer of said benefit, being the OPERATOR clearly and unconditionally free of all liability.

ELEVENTH: The OPERATOR has hired an insurance policy for the transported USER that shall be valid for the period the ticket is valid; this insurance covers just while the user is ON the bus provided by the OPERATOR for this service, being absolutely excluded the waiting time in the stops, the period the users visit tourist, historical or shopping places, or whatsoever kind of tours the user may do during the validity of the ticket. All kind of *in itinere* accident happened to the USER before or after the use of the service, it is the sole liability of the USER, being the OPERATOR free of all asset liability.

TWELFTH: In case of any accident included in the insurance service hired by the OPERATOR, the USER shall exclusively make use of the medical services, hospitals, clinics, sanatoria and/or paramedic services appointed by the insurance company. The non-acceptance or the private attention from part of the USER shall exclude the USER from all right to claim for any refund of money and/or compensation from part of the insurance company and/or the OPERATOR. In case of claim to the insurance company, the USER shall submit the ticket issue by the OPERATOR.

THIRTEENTH: The USER will be responsible for any damage done to the buses, stops or to any other belonging of the company: Should this happen, the USER shall compensate for the damage done and their ticket shall automatically and permanently expire.

FOURTEENTH: The USERS are classified as follows:

- a) INFANT USERS: Under 3 (three) years old.
- b) JUNIOR USERS: from 4 (four) to twelve (12).
- c) ADULT USERS: From thirteen (13) to twenty one (21) and the legally emancipated.
- d) OVER-21-year-old USERS: Over twenty-one (21) years old.

All the minimal and maximum ages are determined considering the validity date of the ticket.

FIFTEENTH: In case of any dispute among the OPERATOR, the INSURANCE COMPANY and the USER, the parties agree to establish the jurisdiction in the courts of Salta, renouncing the USER to any other federal and/or international jurisdiction which they may belong to.

Salta,

July, 2008.

General

Management - B.T.S.