

GENERAL TERMS AND CONDITIONS FOR BUSINESS of

Armin Schwarz Driving Experience

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1. Validity, conclusion of contract, bookings

- 1.1** The Armin Schwarz Driving Experience (in the following referred to as „agency“) fulfills its services only on the basis of the following general terms and conditions (GTC). These terms are valid for all contracts concluded between the agency and the participant/ customer, even if not explicitly mentioned.
- 1.2** The current version valid at the point of contract conclusion is applicable. Deviations and further supplements with the participant / customer are valid only if confirmed by the agency in writing.
- 1.3** Possible terms and conditions of the participant / customer are not acknowledged, even if known, except, in isolated cases, explicitly agreed upon and confirmed in writing. The agency explicitly objects to GTC of the participant / customer.
Further objection by the agency to GTC of the participant / customer is not required.
- 1.4** Modifications of the GTC are communicated to the participant / customer and are regarded as agreed if the participant / customer does not object to the modified GTC in writing within 2 weeks. The significance of silence is explicitly to be noted by the participant / customer.
- 1.5** Should individual provision of these general terms and conditions of business be ineffective, the validity of the remaining provisions and the contracts concluded under these provisions shall not be affected. The ineffective provision shall be replaced by an effective one, which is its intent and purpose of the next.
- 1.6** The offers of the agency are non-binding and non-committal.

2. Social Media, copyrights on image and sound

The agency explicitly informs the participant /customer that posts, images and text files posted by the participant / customer are made available to the agency without restrictions or time limit. The agency may use images and sound for marketing its products, procedures and drafts at any time, and is allowed to market and distribute them via channels of other participants/ customers. The agency reserves the right to object or remove conditions of use, advertisements and presentations.

3. Scope of service, order processing and obligations to cooperate of participant/ customer

- 3.1** The agency is responsible for shuttle transports of the participants/ customers from the airport to the hotel and from the hotel to the airport, to and from the training area, from the hotel to the restaurant and back to the hotel.
- 3.2** The agency books the hotel for the participant/ customer. The participants are supported during check-in and check-out, and will be informed about the billing conditions of the hotel. Additional costs e.g. minibar, pay-TV are at the participants'/ customers' expense and must be settled independently at check-out. Upon check-in each participant/ customer must deposit his/her credit card as guarantee for extra charges.
- 3.3** The agency will book restaurants and caterer for the participants/ customers and will choose the menus on site for the training sessions. Besides the training sessions the participants/ customers will provide their own meals.
- 3.4** The agency will provide a car (predominantly a Subaru WRX STI) in running order for use of the participant/ customer for the training sessions. The participant/ customer will share this car 50:50 of the driving time with another participant/ customer, if he/ she booked a "car sharing" package. Or the participant/ customer will drive the car alone during the training session, if he/she booked package B "rally".
- 3.5** All cars by the agency are equipped with spike tires. Length and number of spikes are subject to be chosen by the agency.
- 3.6** The agency reserves the right to define the lengths of track sections and time periods of individual sections. Driving time within a section may be up to one hour per section depending on the number of stops caused by participants/ customers. (downtimes e.g. for towing a car, are included in the training; the participant/ customer is not entitled to claim more driving time in a car.) The agency will define a sufficient time scale for the driving section. There will be a sufficient break for participants/ customers after each driving section.
- 3.7** The participant/ customer is obliged to follow instructions by the instructor and organisation staff. The participant ensures that he/ she does not suffer from a disease affecting his/ her driving ability, and that he/ she shows a normal physical performance.
- 3.8** The participants/ customers oblige to not consume any alcohol or drugs during the training session/ event. Taking medication is only permitted, if driving fitness and physical performance are not influenced.

- 3.9 Participants from abroad: Non-EU participants are entirely responsible regarding valid visa, passport, customs, driving and health regulations.
- 3.10 Participants/ customers must be 18 years old. Any exceptions must be coordinated with and approved by the agency prior to booking. In this case a parent/ legal guardian must take over liability for the participant/ customer, and must provide guarantee in writing by means of a waiver of liability.
- 3.11 The participants/ customers are obliged to explicitly follow the orders and instructions of the agency, instructors and staff. In case a participant/ customer does not follow instructions, the agency is entitled, after warning, to exclude the participant immediately from further participation in the driving training. In this case the participant /customer cannot claim full or partial refund of participation fee.

4. **External/ third party services**

- 4.1 The agency is entitled, at its own discretion, to provide services by themselves, to claim a qualified third party for fulfilling services according to the agreement or to employ external services and/ or to substitute such services ("external services").
- 4.2 The third party as external party will be employed either directly or in the name of the participant /customer. The agency will carefully select this third party and will pay attention that the required specialized qualification is given.
- 4.3 Obligations to third parties going beyond the contract duration must be met by the participant /customer. The same also applies explicitly to the cancellation of participant/ customer by the agency due to an important reason.
- 4.4 Further, the agency shall be released from all third-party claims for loss or damage, in particular from contractors of the agency.

5. **Dates**

- 5.1 Deadlines for deliveries and services are approximate and non-binding except agreed upon as binding. Binding deadlines must be fixed in writing and must be confirmed by the agency in writing.
- 5.2 In case of services rendered by the agency being delayed due to reasons the agency is not responsible for, e.g. force majeure and other unforeseeable or not avoidable events coming from outside that cannot be averted by reasonable measures, the contractual obligation for services will be stopped for the scope and duration of hindrances, and the terms will be extended accordingly. In case such delays will last longer than two weeks, the customer and the agency are entitled to terminate the contract.

- 5.3** In case the agency is delayed the participant /customer may terminate the contract only after setting, in written form, an adequate extension of at least 2 weeks and after unsuccessful lapse of this period. Damage compensation by the participant/ customer because non-fulfilment or delay is excluded, except given evidence of intent or gross negligence.

6. PAYMENT TERMS

- 6.1** All prices are net prices and shall be charged with the legal value-added tax. The invoice will be made out by Armin Schwarz – Project Driving Experience.
- 6.2** The booking shall be confirmed after receipt of 50% of the total participation fee on the agency's account as downpayment.
- 6.3** The rest amount in the amount of 50% shall be transferred to our account at the latest 6 calendar weeks prior to beginning of the event.
- 6.4** The participation fee is due immediately upon receipt of the invoice and without any discount, except special payment conditions have been agreed in writing for individual cases. The same shall apply to further charges, all extra and cash payments, as agreed in writing, and all further expenses.
- 6.5** In case of late payment by the participant/ customer of more than 2 weeks, the agency may sell all services to be rendered to participant/ customer to another participant /customer. (The participant/ customer is then no longer entitled to claim participating in the booked training).

7. CANCELLATION TERMS

- 7.1** In case of cancellation by a participant/ customer up to 6 weeks prior to start of the event, the cancellation fee shall be 50% of the agreed participation fee.
- 7.2** In case of cancellation by a participant/ customer between 6 weeks and 4 weeks prior to start of the event, the cancellation fee shall be 85% of the agreed participation fee.
- 7.3** In case of cancellation by a participant/ customer less than 4 weeks prior to start of the event, the cancellation fee shall be 100% of the agreed participation fee.
- 7.4** The cancellation fee includes the race track operation and lease, hotel, car reservation, catering & restaurants, and services by the agency. The cancellation fee shall not apply if the organizer is responsible for the cancellation. The cancellation must be made in writing in order to be effective.
- 7.5** The agency is entitled to cancel the contract with immediate effect due to important reasons. An important reason is given, in particular, if

- the services offered cannot be provided at the agreed point of time or can only be provided in a limited scope, for example in case of weather changes, irreparable damage to cars; in individual cases the agency will offer a replacement date to the participant. In these cases the agency shall reimburse 80% of the paid participation fee.
- the services cannot be rendered due to reasons the participant/ customer is responsible for, and is delayed further despite a set term of 8 days, or the participant/ customer continues to fail to follow his/her obligations arising from his/her booking, despite an extended term of 14 days and a written warning, such as e.g. payment of his/ her participation fee or if the participant/ customer is not fit for driving a car on the training day, e.g. due to alcohol or health reasons, or if his/her physical condition does not allow a participation in the training. In such cases the participant/ customer shall not receive a reimbursement of his participation fee, and the full participation fee agreed upon shall be paid despite a termination of the contract.

7.6. Covid-19 clause: the cancellation conditions of our general terms and conditions of business shall protect you in cases of unforeseeable events occurring after booking our services. On March 11, 2020 COVID-19 has been declared as global pandemic by WHO. In case services booked subsequent to this date cannot be rendered or are possible only under difficult conditions due to mandatory measures in context with COVID-19, we are not obliged to process cancellations free of charge, since COVID-19 and its consequences are no longer unforeseeable or unexpected. For the sake of goodwill we will reimburse 100% of payments made in case of bookings and payments made by 31 October 2020. For bookings and payments from 01 November 2020 on we will reimburse 80% of payments in the above case.

- a) the services cannot be rendered due to reasons the participant/ customer is responsible for and is delayed again despite a term of 8 days;
- b) if the participant/ customer fails to follow his/her obligations arising from his/her booking, despite an extended term of 2 weeks and a written warning, such as e.g. payment of his/ her participation fee.
- c) if the participant/ customer is not fit for driving a car on the training day, e.g. due to alcohol or health reasons, or if his/her physical condition does not allow a participation in the training.

8. Property right and copy right

All services rendered by the agency including those of presentations (e.g. suggestions, ideas, sketches, drafts, scribbles, concepts, negatives, photos, films, slides, design of track and contents of training) also individual parts thereof, shall remain property of the agency as well as the individual sections and sequences.

9. Guarantee

- 9.1** In case of any shortcoming, the participant/ customer shall inform the agency immediately, in any way on the same day of the rendered service by the agency, and in writing by describing the shortcoming; otherwise the service is regarded as being rendered. In this case the assertion of claims for guarantee or compensation as well as the right to appeal against misunderstanding, because of shortcomings, is excluded.
- 9.2** In case of justified and timely complaint for shortcomings, the participant/ customer is entitled to receive improvement or exchange of services by the agency. The agency shall remedy the short-

comings in due time with the participant/ customer allowing all measures required for investigation and corrective action. The agency is entitled to refuse the improvement of services, if impossible for the agency or if it involves a disproportionate effort.

- 9.3** The agency is obliged to do a rough check of the legal admissibility only. In case of minor negligence or after possible obligation to warn the participant/ customer, the agency is not liable for the legal admissibility of contents.
- 9.4** The agency reserves the right to cancel the event or change the date under any circumstances caused by force majeure (weather conditions, storm, safety reasons, political riots or strikes). The agency is not obliged to take over any liability for damages with respect to the participant/ customer, intent or gross negligence excepted.
- 9.5** The participant/ customer takes part in the event at his/ her own risk, and assumes sole civil and criminal responsibility for all damages caused by him/ her or his/her used car.
- 9.6** The participant/ customer is aware of the fact that the booked training includes driving dynamic exercises involving increased risk. The agency will design the tracks in a way to reduce that the risk for the participants/ customers. The agency will provide necessary safety measures for the participant/ customers.
- 9.7** The participant/ customer must sign a liability waiver prior to the start of the driving event. By doing so the participant/ customer releases the agency and third parties from any liability. Gross negligence is excluded.

10. Liability, product and personal liability

- 10.1** In cases of minor negligence, liability of the agency and their employees, contractors or further staff ("people") for property or financial damage of participants/ customers is excluded, no matter whether it is direct or indirect damage, consequential damage or damage due to delay, impossibility of performance, positive violation, negligence in contracting, poor or incomplete service. The presence of gross negligence must be proven by the injured party. As far as the liability of the agency is excluded or limited, it will also be excluded for the personal liability of their "people".
- 10.2** Claims for damages of the participants/ customers shall expire 6 months after notice of the default; but in any way after three years subsequent to the infringement caused by the agency. The amount of damages is limited to the net order value.
- 10.3** The participant/ customer is informed that he/ she is liable for damages caused to the car transferred to him with a deductible of up to € 2,500. Any occurring damage up to € 2,500 will be immediately examined by the agency's employee; the participant/ customer will be informed about type and amount of damage.
- 10.4** The participant/ customer is fully liable for damage caused by him/ her to the training cars and other facilities and objects of the agency and third parties involved in the event by gross negligence or willful actions. Technical faults are the agency's responsibility if negligence cannot be proven to the driver.

11. Data

Protection

The participant/ customer agrees that his/ her personal data, such as name/ company, profession, date of birth, telephone number, email address, bank connections may be electronically determined, saved and processed for the purpose of performance of the contract and servicing the participant and for our own marketing activities, e.g. sending out offers and newsletters (in printed form or electronically) and for the purpose of referring to the existing or previous business relation (reference information) with the participant.

The participant/ customer agrees that electronic mail is sent to him/ her for marketing purpose until further notice. The participant/ customer transfers his/her copyright regarding photographs in context with the rally training and the event to the agency. The agency is allowed to use photos and videos made during the event for advertising and training purposes.

This approval may be cancelled any time in writing by email, fax or letter to be sent to the contact data indicated on top of this GTC.

12. Applicable law

The contract and all derived mutual rights and obligations as well as claims between agency and participant/ customer are subject to Austrian substantive Law excluding reference provisions and UN convention on the international sale of goods.

13. Place of fulfilment and jurisdiction

13.1 The place of fulfilment shall be the location of the agency. The risk is transferred to the participant if the event is taking place, as soon as the agency received the participant at the airport.

13.2 Place of jurisdiction for all legal disputes arising in context with this contract between the agency and the participant is the substantive court of jurisdiction at the agency's location. Despite this term the agency is entitled to file the action against the participant/ customer at its general place of jurisdiction.

13.3 References made towards natural persons in this contract in male form also apply to female persons in the same manner. The use of terms for specific natural persons requires the gender specific form.

14. Supplementary remarks to the General Terms and Conditions of Business

14.1 GTC are preformulated contract terms submitted by one contract party to the other party prior to concluding or booking a scope of services. However, they are not automatically integrated into the contract / booking and cannot be imposed on the contract partner!

However, the contract partner is obliged to read the GTC prior to conclusion or booking on the agency's website (GTC are available for download on the agency's website). By booking the contract partner agrees to the GTC. According to the valid judicature, terms on data protection must be visually highlighted in the GTC.

- 14.2** An approval of the GTC by the participant/ customer can only be assumed, if the participant/ customer is aware of the fact that the agency uses GTC. Normally it is sufficient that the agency informs the participant/ customer - in writing or orally - about the GTC. However, this information must be clear; small print and hardly legible information on the rear is not sufficient. A contract offer on the website may use a button or a link for referring to the GTC.
- 14.3** The mere reference to General Terms of Business is insufficient. Prior to conclusion or booking the agency must traceably provide opportunity to the participant/ customer to view the GTC! It is up to the participant/ customer whether he/ she actually views the GTC. In case of services offered on the website the contract party should be given the opportunity to print out or save the GTC.
- 14.4** A total liability exclusion due to poor services or a similar one-sided clause is disadvantageous for the other contract party and therefore inadmissible.