

GENERAL BUSINESS TERMS

ENDURO REISE & TRAINING GMBH



1. The Participation in the rider training/Enduro tour of Enduro Reise & Training GmbH shall be exclusive subject to the following terms and conditions.
2. The applicant shall be legally bound to his/her application as stated in the application form on reverse side following the statutory provisions (§§ 145, 147 BGB). The participation contract shall only become effective upon prior receipt of Enduro Reise & Training GmbH confirmation in writing. The applicant shall be entitled to authorize a third person to participate in the rider training instead of himself/herself or the participant listed in the application form, provided this third person fulfills all participation requirements as stipulated under Paragraph 3. As far as the applicant authorizes a third person to participate in the rider training/Enduro tour, Enduro Reise & Training GmbH shall be entitled to demand all additional costs arising out of the participation of this third person directly from the applicant. The date of the rider training/enduro tour as confirmed by Enduro Reise & Training GmbH is binding. If the applicant is unable to participate on the agreed date for compelling reasons, he/she may request a new date in writing. If Enduro Reise & Training GmbH is able to accommodate this request. At rider training/Enduro tour of duration up to and including 3 days a transfer fee of 10 % of the participation fees, at least € 25, will be charged to the participant. For rider training/Enduro tour of duration of 4 days and more no change of date will be possible.

Only such persons shall be entitled to participate in the rider training/tour

- who are in possession of a valid driving license during the rider training/tour, which upon request, can be inspected by Enduro Reise & Training GmbH or its representatives at any time.

- for whom the price for participation has been paid completely to Enduro Reise & Training GmbH at least 10 days before the scheduled beginning of the rider training/Enduro tour.

3. At rider training/Enduro tour with duration of 4 days or more the participant shall have to carry out an advance payment of 10 % of the participation fee which is due upon receipt of the written registration confirmation.
4. Ordered vouchers and booked trainings or travels which we had no direct debit authorization (e.g. debit bank account outside from Germany) we will get the money immediately.

The services provided by Enduro Reise & Training GmbH comprise the theoretical and practical performance of the rider training/Enduro tour according to the type of training/Enduro tour either on a rental motorcycle or on vehicles provided by the participants themselves, as well as, dependant on the respective training, board and lodging of the participants (only for tours of more than one day). As far as the participant provides his/her own vehicle for the rider training/Enduro tour he/she shall bear the sole responsibility for the perfect technical condition of the vehicle meeting all legal requirements (e.g. the German Road Traffic Regulations, StVZO).

Enduro Reise & Training GmbH shall be entitled at any time to inspect the technical condition of the participant`s vehicle. If the participant provides his/her own vehicle, this vehicle will not be extra insured by Enduro Reise & Training GmbH.

5. Photos and videos produced by Enduro Reise & Training GmbH or its representatives on rider training/Enduro tour are the property of Enduro Reise & Training GmbH. The copyrights rest with Enduro Reise & Training GmbH. Enduro Reise & Training GmbH can use all such material for advertising and marketing purposes, including images in which individual tour members can be recognized, without any charge from the tour member arising for Enduro Reise & Training GmbH for this use of material.
6. The participant takes part in the rider training/Enduro tour on his/her own risk. It is clear to participants of rider training/Enduro tour that there is higher risk of accident caused by bad off road tracks, off civilization areas

in foreign countries, high alpine as well as desert regions. The Enduro Reise & Training GmbH shall be liable for damages suffered by the participant only if such damage was caused by Enduro Reise & Training GmbH or Enduro Reise & Training GmbH's statutory representatives or vicarious agents intentionally or as a result of gross negligence.

7. As far as the participant takes part in the rider training/Enduro tour by providing his/her own vehicle, he/she undertakes to indemnify Enduro Reise & Training GmbH as well as all persons mentioned in Paragraph 8 from any and all claims raised by any authorized person (owner, keeper) resulting from the damage of the vehicle, unless the damage was caused intentionally or with gross negligence by Enduro Reise & Training GmbH or its representatives as mentioned in Paragraph 8.
8. Enduro Reise & Training GmbH points out explicitly that, in the course of the rider training, the participant undertakes to behave with utmost discipline and to observe the instructions of the authorized personnel of Enduro Reise & Training GmbH carefully. For safety reasons, the participants undertake not to overtake other participants during the rider training/Enduro tour, including the training units in public road traffic unless otherwise instructed by the responsible supervisor of Enduro Reise & Training GmbH. Furthermore, the participants undertake not to consume any alcoholic beverages during the rider training/Enduro tour at all (blood alcohol limit: 0,0‰). In case of serious violations of these duties, Enduro Reise & Training GmbH is entitled to exclude the participant from further participation. Fees for participation paid in advance will only be reimbursed as far as they exceed the expenses of Enduro Reise & Training GmbH for the participant.

The applicant is, at any time, entitled to withdraw from the contract. Withdrawal must be in writing.

In case of withdrawal, participation fees will be replaced by cancellation fees to be charged as follows:

At rider training/Enduro tour with a duration up to and including 3 days

Up to 28 days before the start of the rider training/Enduro tour	10% of the participation fees, at least 25 Euro
Up to 14 days before the start of the rider training/Enduro tour	30 % of the participation fees,
Up to 7 days before the start of the rider training/Enduro tour	50 % of the participation fees

Shorter than 7 days or in case of non-appearance without prior notice:

100 % of the participation fees

At rider training/Enduro tour with duration longer than 3 days:

Up to 90 days before the start of the rider training/Enduro tour	10 % of the participation fees
Up to 60 days before the start of the rider training/Enduro tour	20 % of the participation fees
Up to 30 days before the start of the rider training/Enduro tour	40 % of the participation fees
Up to 14 days before the start of the rider training/Enduro tour	60 % of the participation fees
Up to 7 days before the start of the rider training/enduro tour	85 % of the participation fees

Shorter than 7 days or in case of non-appearance without prior notice:

100 % of the participation fees

The participant is permitted to provide evidence that the Enduro Reise & Training GmbH is damage developed or significantly lower than the fixed rate. All time periods as mentioned above refer to the receipt of the notice of withdrawal by Enduro Reise & Training GmbH. Enduro Reise & Training GmbH shall be entitled to set off the cancellation fees against the participant`s claims of reimbursement of the participation fees, or to reimburse them respectively.

9. For damages caused by the participant to participate in a trip, the liability of the Enduro Reise & Training GmbH is limited to three times the price, as far as damage to the traveler was not caused by intent or gross negligence or if the Enduro Reise & Training GmbH for the traveler damage incurred due to the fault of a service provider is responsible.
10. If a trip is not foreseeable in the contract force majeure substantially impeded, endangered or impaired as both the Enduro Reise & Training GmbH and the participants can terminate the contract.
11. For rider training/Enduro tour of several days we recommend the conclusion of a withdrawal insurance by the participants, insurance for luggage, accident, a health insurance, a liability insurance as well as an insurance to cover cost of back transportation.
12. Amtsgericht Memmingen, shall be exclusive place of venue and jurisdiction for any and all disputes arising from or in connection with this contract if the customer is a merchant. This place of jurisdiction shall also apply if the customer has no general place of jurisdiction within Germany, or if the customer changes his place of residence to a place outside of Germany after concluding the contract or if the place of residence is not known when the action is filed. All disputes arising out of or in connection with the participation contract shall exclusively be governed by German law.
13. Enduro Reise & Training GmbH cannot be made liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions. Enduro Reise & Training GmbH reserves the right to change routes for all important reasons, e.g. weather conditions or danger for the participants.
14. Enduro Reise & Training GmbH reserves the right to delay or cancel rider training/Enduro tour for substantial reasons, e.g. for reason of little turnout until 4 weeks before the scheduled beginning of the rider training/Enduro tour. In the latter case, the participation fees will be reimbursed. Further claims by the applicant and/or the participant shall be excluded here from.
15. The routing of the tours, is the intellectual property, the Enduro Reise & Training GmbH, records / tracking is strictly prohibited. In the event of infringement, Enduro Reise & Training GmbH reserves the right to take legal action.

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