

## General Terms and Conditions

### 1. Scope of application, provider

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to the legal relationship between TWT Moto GmbH, Brauhausstraße 19M, 82467 Garmisch-Partenkirchen, Germany (hereinafter referred to as "we" or "us") and the customer (hereinafter referred to as "customer" or "you" or "you") in connection with our following services:
  - Academy and trainings (hereinafter referred to as "event(s)")
- 1.2. Any terms and conditions of the Customer that deviate from and/or go beyond these Terms and Conditions shall not become part of the contract.

### 2. Definition of consumer and entrepreneur

- 2.1. Some provisions of these GTC do not apply to all customers, but only to consumers or only to entrepreneurs. Where this is the case, it is specifically indicated at the relevant point in these GTC.
- 2.2. "Consumer" within the meaning of these GTC is, in accordance with the legal definition in Section 13 of the German Civil Code, any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to their commercial nor their independent professional activity.
- 2.3. In accordance with the legal definition in Section 14 of the German Civil Code, an "entrepreneur" within the meaning of these GTC is any natural or legal person or partnership with legal capacity who enters into a business relationship with us in the exercise of their commercial or independent professional activity.

### 3. No right of withdrawal

- 3.1. Pursuant to Section 312g (2) No. 9 of the German Civil Code, consumers have no right of withdrawal for contracts for the provision of services in the areas of accommodation for purposes other than residential purposes, transportation of goods, vehicle rental, delivery of food and beverages and the provision of other services in connection with leisure activities if the contract provides for a specific date or period for the provision of such services.
- 3.2. Our events are exclusively scheduled and are therefore not subject to any right of withdrawal.

### 4. Conclusion of contract, contract language

- 4.1. The presentation of our services on the website does not constitute an offer to conclude a contract for the event.
- 4.2. The contract for the event is concluded either at our premises or by means of individual communication between you and us by e-mail, fax, telephone or letter.
- 4.3. The language of the contract is German or, if necessary, an English translation.

### 5. Obligations of the customer

- 5.1. If the customer or a participant for whom the customer has booked the event (hereinafter referred to as "participant") takes part in the event with his/her own motorcycle, the customer is responsible for the use and registration of the motorcycle in the road traffic of the respective countries. In addition, the customer undertakes to keep the motorcycle in a safe driving condition and to have statutory liability and vehicle insurance with sufficient cover.
- 5.2. The participant must wear suitable protective clothing (helmet, motorcycle jacket and pants with protectors, gloves, boots) during the event.
- 5.3. The customer shall ensure that he/she or the participant only takes part in the event if he/she is in good health, is not restricted or hindered in his/her mobility and complies with the health regulations and vaccination requirements of the respective countries.
- 5.4. The participant is not under the influence of alcohol or other psychotropic substances that could impair consciousness or perception before and during the training.

### 6. Cancellation by the customer and non-attendance

- 6.1. In the event that you cancel or fail to attend, we are entitled to charge you the difference between the agreed remuneration and the amount that we have saved as a result of not providing the service or have acquired or fraudulently failed to acquire through other use of our service.
- 6.2. Instead of a specific calculation of the difference within the meaning of the above paragraph, we may charge a flat-rate cancellation fee in the following amount:
  - Cancellation up to 45 days before the event: 25% of the remuneration
  - Cancellation up to 31 days before the event: 50% of the fee
  - Cancellation up to 14 days before the event: 75% of the fee
  - Cancellation up to 7 days before the event: 90% of the fee
  - Cancellation at a later date and no-show: 100% of the fee
- 6.3. If you can prove that the statutory remuneration owed in consideration of your cancellation is lower, this lower amount shall apply.
- 6.4. In the event of justified termination for good cause, the above paragraphs (1) and (2) shall not apply and only the statutory provisions shall apply.

**7. Failure to reach the minimum number of participants**

- 7.1. If the minimum number of participants is not reached, we may withdraw from the contract, provided that the minimum number of participants and the time by which the customer must receive the declaration of withdrawal before the contractually agreed start of the event has been specified in the respective event description.
- 7.2. In the event of a withdrawal on our part, this must be declared to you no later than 14 days before the agreed start of the event.
- 7.3. If it is already apparent at an earlier point in time that the minimum number of participants cannot be reached, we may immediately exercise our right of withdrawal, unless we will hold the event for other reasons despite not reaching the minimum number of participants.
- 7.4. If the event is not held due to insufficient minimum participants and the offer of rebooking to another date is not accepted by you, you will be refunded the payments made on the agreed price without delay.

**8. Remuneration, invoicing**

- 8.1. The customer shall pay the fees for the services selected by him in accordance with our price list or other price list valid at the time of conclusion of the contract, which can be taken from the description of the respective event or, in deviation from this, from the correspondence between you and us.
- 8.2. The following applies to entrepreneurs: if prices are generally increased, we are also entitled to increase the contractual prices in the same way. However, the first change to the contractual prices may not be made before 4 months have elapsed. In addition, the price change must be within the limits of reasonable discretion (Section 315 (3) BGB).

**9. Provision of documents**

- 9.1. Illustrative material, drawings, concepts and other documents and/or materials in physical or digital form (hereinafter "Documents") that we provide to the customer in connection with our events, either temporarily or permanently, may be used by the customer for the intended purposes. Use for the purposes of commercial training, education or other courses or consulting that competes with our own event offerings is not permitted.
- 9.2. Duplication, distribution, making available to the public or other public reproduction of the documents is not permitted without our consent, with the exception of written copyright restrictions.
- 9.3. We reserve ownership of documents in physical form that we make permanently available to you in connection with our services until full payment has been made.

**10. Limitation of liability**

- 10.1. The participant takes part in the event at his/her own risk and is aware that off-road training involves an increased risk of accidents due to the nature of the ground and surface of the routes to be driven on.
- 10.2. We are liable for damages in accordance with the statutory provisions in cases of intent and gross negligence. The same applies to negligently caused damage resulting from injury to life, limb or health.
- 10.3. In the event of damage to property and financial loss caused by negligence, we shall only be liable in the event of a breach of a material contractual obligation, but the amount shall be limited to the damage foreseeable and typical of the contract at the time of conclusion of the contract; material contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely.
- 10.4. Any further liability on our part, irrespective of its legal basis, shall be excluded.
- 10.5. The exclusions and limitations of liability in the above paragraphs (10.2) to (10.3) shall also apply mutatis mutandis in favor of our vicarious agents.
- 10.6. Liability due to the assumption of a guarantee or under the Product Liability Act remains unaffected by the above exclusions and limitations of liability.
- 10.7. As a participant, you remain liable for accidents caused by yourself. There is no separate insurance on our part for the customer.

**11. Choice of law, place of jurisdiction**

- 11.1. German law shall apply exclusively. This choice of law shall only apply to a consumer insofar as it does not restrict any mandatory statutory provisions of the country in which the consumer is domiciled or habitually resident.
- 11.2. The place of jurisdiction in dealings with merchants, legal entities under public law or special funds under public law is the registered office of our company. However, we are entitled, at our discretion, to take legal action at the customer's place of business.