

RENTAL TERMS & CONDITIONS

1. Rental Operator

GAPromotion GmbH

Basling 11, 4770 Andorf

Austria

UID ATU69058618

FN 424151 b

2. Contract with GAPromotion GmbH

With your signature, you accept these Rental Terms and Conditions as part of the binding contract between GAPromotion GmbH and you, the vehicle renter. GAPromotion GmbH cannot accept any vehicle renter without a signed Rental Terms and Conditions contract.

3. Rental Period

The vehicle renter will have the vehicle for the rental period specified in the rental contract. If the vehicle renter does not return the vehicle on time, he/she is breaching the conditions of the rental contract. GAPromotion GmbH reserves the right to charge a daily rental rate if the vehicle is returned 1 hour later than agreed on the rental contract.

4. Rental Rates

4.1. The daily rental rate is calculated on a 24-hour basis and includes unlimited mileage.

4.2. The vehicle renter shall assume all fuel and oil costs. If the vehicle is returned without the required amount of fuel as noted in the rental contract, the vehicle renter shall be charged a €30 administration fee.

4.3. The rental includes normal tyre wear and tear. The rental does not cover abusive tyre treatment by the vehicle renter. Tyre punctures and the resulting costs are the responsibility of the vehicle renter.

4.4. Rental rates quoted by GAPromotion GmbH on www.gapromotion.com or printed materials are those in effect at time of writing. GAPromotion GmbH

shall communicate any rental rate increase at least 20 days prior to the rental.

5. Damage Deposit

5.1. All vehicle renters must have a valid credit card (MasterCard or Visa) with the ability to cover the rental cost and damage deposit at time of collection of the vehicle.

5.2. Vehicle renters are responsible for the cost of any damage to the bike while it is in their care unless the damage has been caused by an identified third party.

5.3. The standard damage deposit is calculated on the base of the deductible of the comprehensive insurance of each vehicle.

6. Vehicle Reservation

6.1. For any vehicle reservation, a reservation deposit is required at the time of booking. The reservation deposit is 30% of the rental cost and secures the vehicle. The reservation deposit is due 30 days before the rental starts. If the reservation deposit is not received 30 days before the rental starts, GA Promotion GmbH reserves the right to treat this reservation as cancelled and charge a cancellation fee – see Section 15.

6.2. The model of motorcycle will be as defined in the rental contract. The pictures and descriptions of the motorcycles on www.gapromotion.com and any printed material issued by GAPromotion GmbH are representative of the available vehicles but are not necessarily the specific vehicles. GAPromotion GmbH reserves the right to correct online and printing errors at any time.

6.3. GAPromotion GmbH strives to ensure that vehicle renters ride the motorcycle, which has been confirmed. Unfortunately, unexpected and uncontrollable situations can arise which may require the substitution of a motorcycle. This includes, but is not limited to mechanical failure, collision damage and theft. If such a situation arises before rental, the vehicle renter will be provided with a refund or comparable replacement motorcycle.

6.4. In the event that demand for rental vehicles outstrips supply, GA Promotion GmbH may propose to the vehicle renter to transfer the agreement to another contractual party. If the vehicle renter agrees, the first contract will be terminated and the vehicle renter will enter into a new agreement with said third party. If the vehicle renter refuses, and GA Promotion GmbH withdraws from the contract, rules relating to the withdrawal of contract shall apply.

7. Vehicle Hand-Over

7.1. The vehicle renter and GAPromotion GmbH will jointly check the condition of the vehicle and tyres before signing the rental contract. Having accepted the condition of the vehicle and tyres, the vehicle renter cannot make GAPromotion GmbH liable for any damages resulting from a tyre puncture.

7.2. The vehicle renter agrees to return the vehicle in the same condition, both in terms of its working condition and its overall appearance.

8. Vehicle Renter Responsibilities

8.1. To avoid theft, the vehicle renter must look after the vehicle and the keys to the vehicle at all times. The vehicle renter shall leave the vehicle only in secured parking areas and must use all security devices fitted to and supplied with the vehicle.

8.2. The vehicle renter must always protect the vehicle against bad weather, which can cause damage.

8.3. The vehicle renter must make sure to use the correct fuel and engine oil for the vehicle.

8.4. The vehicle renter must not sell, rent or dispose of the vehicle or any of its parts.

8.5. The vehicle renter must let GAPromotion GmbH know without delay and no later than 24 hours when he/she becomes aware of a fault in the vehicle. The vehicle shall be brought to GAPromotion GmbH for any adjustments or repairs and any regularly scheduled servicing of the vehicle. The vehicle renter must not let anyone work on the vehicle without the permission of GA Promotion GmbH. If GAPromotion GmbH gives the vehicle renter permission, GAPromotion GmbH will only give the vehicle renter a refund if the vehicle renter has a valid receipt for the work. Failure to comply shall engage the responsibility of the vehicle renter for any expenses required to repair the vehicle or bring the vehicle into compliance with legal regulations.

8.6. For rental periods over a week or 2000km, the vehicle renter shall conduct basic checks every 2000km (i.e. oil & coolant level, tyre pressure, chain tension & grease).

8.7. The vehicle renter must comply with passport, visa, driving and health regulations and all consequences resulting from non-compliance.

8.8. The vehicle renter must comply with national traffic laws and regulations.

9. GAPromotion GmbH Responsibilities

GAPromotion GmbH will have maintained the vehicle to at least the manufacturer's recommended standard. GAPromotion GmbH assures the vehicle renter that the vehicle is in roadworthy condition and suitable for renting at the start of the rental period.

10. Payment for Rental

10.1. GAPromotion GmbH will charge the vehicle renter the total rental charge before the start of the rental period. Upon hand-over of the vehicle, GAPromotion GmbH will ask for authority from the vehicle renter's credit card issuing company for the damage deposit.

10.2. If the vehicle is returned undamaged and no damage has been caused to anybody else's property whilst renting the vehicle, the damage deposit will not be charged to the vehicle renter's credit card.

10.3. If the vehicle is returned damaged or with parts missing, the damage deposit shall be forfeited in part or in whole by the vehicle renter. In addition, a €50 administration charge applies to all damages or missing parts.

10.4. The vehicle renter agrees to pay GAPromotion GmbH the following:

The rental and any other charges GAPromotion GmbH works out according to this contract.

The amount of any loss or damage resulting from the vehicle renter not keeping to his/her responsibilities.

All fines and court costs for parking, traffic or other offences. The vehicle renter must pay the appropriate authority any fines and costs if and when the authority demands this payment. In addition, a €20 administration fee applies.

The full cost of cleaning the vehicle (€30) if it needs more than the standard cleaning when the vehicle renter returns it.

All legal fees or court costs incurred by GAPromotion GmbH in the collection of these charges.

11. Insurance

11.1. All rented vehicles are insured third party, fire and theft with a € 3500.-excess

11.2. GAPromotion GmbH recommends that all vehicle renters be covered by adequate personal, accident and medical insurance valid in France.

11.3. When riding GAPromotion GmbH motorcycles, vehicle renters must wear a suitable helmet. For the vehicle renter's safety, GAPromotion GmbH strongly recommends that suitable clothing such as motorcycle jackets, trousers, leathers, gloves, boots, etc. are worn. GAPromotion GmbH is not liable for any damages arising from the acts of the vehicle renter which might result in injury, death or other damage to the vehicle renter, his property, his family, heirs or assigns.

12. Conditions for Using the Vehicle

12.1. All vehicle renters must be 25 years or older, have had a full and valid motorcycle licence for at least 24 months and hold a full and valid motorcycle licence for riding in Austria. The vehicle renter must produce his/her current driving licence before commencing a rental.

12.2. GAPromotion GmbH rental vehicles shall be driven exclusively by the riders who appear on the rental contract. The vehicle is non-transferable. It is valid only for the period and persons specified in the rental contract.

12.3. The vehicle renter must not:

Use the vehicle for any illegal purpose.

Overload the vehicle.

Use the vehicle if he/she may reasonably be considered unfit to drive.

Use the vehicle whilst under the influence of alcohol or drugs.

Use the vehicle for racing, speed testing or teaching to drive.

Use the vehicle off-road or on racetracks.

Use the vehicle for carrying fare-paying passengers.

13. Theft, Accidents and Breakdown

13.1. In the case of the vehicle's theft or any damage, the vehicle renter agrees to inform GAPromotion GmbH without delay and no later than 24h of the incident.

13.2. If the vehicle is involved in an accident, the vehicle renter must not admit responsibility. The vehicle renter should get names and addresses of everyone involved incl. witnesses. The vehicle renter should also make the vehicle secure and tell the police without delay if anyone is injured or if there is a disagreement over who is responsible.

13.3. The vehicle renter agrees to inform GAPromotion GmbH without delay and no later than 24 hours of the accident. The vehicle renter shall send GA Promotion GmbH by registered mail a copy of the jointly filed accident report as well as a written declaration describing the circumstances of the accident and the identity of the parties involved in the accident.

13.4. Vehicles come with breakdown cover. In the event of breakdown, the vehicle renter agrees to inform GAPromotion GmbH without delay and no later than 24h.

14. Additional Services

14.1. GAPromotion GmbH provides rental equipment such as navigation systems, motorcycle luggage and helmets. Any missing or damaged equipment supplied by GAPromotion GmbH to the vehicle renter will be paid for by the vehicle renter.

14.2. Rentals start and finish at GAPromotion GmbH, Andorf Austria.

15. Cancellations, Refunds and Re-bookings

15.1. Cancellations by the vehicle renter up to 30 days prior to the rental will be subject to a €50 cancellation fee. If the vehicle renter cancels the agreement less than 30 days prior to rental, GAPromotion GmbH shall retain the reservation deposit. No exception to this policy can be made unless the vehicle can be rented to a third party for the previously specified period.

15.2. In case of cancellation by GAPromotion GmbH, any vehicle renter payment will be refunded plus the reservation deposit or the booking moved to a later date.

15.3. GAPromotion GmbH is not required to make refunds once rental commences regardless of the reason for vehicle renters being unable to complete his or her rental. Columbus International Sarl

cannot be made liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions.

15.4. Re-booking a vehicle 30 days prior to the rental start is free of charge. After this 30-day period, a re-booking fee of €30 will be incurred.

16. Contract Conditions and Termination Clause

16.1. GAPromotion GmbH has the right not to enter into the rental agreement if the vehicle renter:

Does not sign the Rental Terms and Conditions contract.

Does not provide an appropriate driving licence.

Does not provide Columbus International Sarl with evidence of his personal accident and medical insurance valid in France.

Does not authorise his credit card company for the damage deposit and the rental charges.

Failure to fulfil the above conditions gives GAPromotion GmbH the right to keep the reservation deposit plus a €50 cancellation fee by the vehicle renter.

16.2. Once the rental contract has been signed, GA Promotion GmbH retains the right to terminate the agreement discretionarily and without notice in case of:

Non-compliance with the vehicle renter's responsibilities –Section 8

Non-compliance of renter with the insurance obligations – Section 11

Non-compliance of renter with rental contract conditions – Section 12

Abuse of the vehicle by renter, e.g. burnouts, wheelies, etc.

In case of termination of the contract, GAPromotion GmbH will secure the provided vehicle immediately. Pick-up costs of €2 per kilometre, a €50 contract termination fee plus any required mechanical repairs to the vehicle will be charged.

17. Verbal Changes

Verbal changes of contract are invalid unless confirmed in writing by GA Promotion GmbH. Should any parts of the Rental Terms & Conditions become invalid, this does not invalidate the remainder of the contract.

18. Photographic Material and Personal Information

18.1. Any photographic material produced by GAPromotion GmbH or its representatives are the property of GAPromotion GmbH. The copyright remains with GAPromotion GmbH. GAPromotion GmbH can use all of this material for advertising and marketing purposes without any charge from the vehicle renter arising for GAPromotion GmbH.

18.2. GAPromotion GmbH will hold and use some of the vehicle renter's personal information in order to perform this contract with the vehicle renter.

19. Governing Law

Court of jurisdiction is Austria.