

GENERAL TERMS AND CONDITIONS

BIKE RENTING

Enduro Park Hechlingen GmbH, managing director Manfred Spitz:
- hereinafter called Enduro Park Hechlingen GmbH -

1. Booking/Payment/Cancellation/Deposit

For a hire booking and reservation to become binding, the rental charge is due upon the booking. Payment of the rental charge may be made either by SEPA debit procedure, credit card or bank transfer. If the chosen payment method is „bank transfer“, and the hirer fails to pay the rental charge due into the account of Enduro Park Hechlingen GmbH within 7 days of receiving their invoice, the hirer's claim to the reserved motorcycle expires, and Enduro Park Hechlingen GmbH reserves the right to rent the motorcycle to other persons.

If the hirer cancels the booked motorcycle hire more than seven days before the start of the hire period, the customer shall be refunded the entire motorcycle rental charge minus a processing fee in the amount of 25,00 €. In the case of a cancellation less than seven days before the start of the hire period, the customer shall be refunded 50% of the paid rental charges.

Starting with the commencement date of the hire period or in the event of an unannounced no-show, the entire rental charge will be retained as a cancellation fee.

A deposit in the amount of 500,00 € per motorcycle shall be paid by the customer either in cash or by credit card reservation when collecting the motorcycle. The option „Change my booking“ offers the customer the opportunity to postpone his/her booking - without giving any reasons (weather) - until a few minutes before the start of the rental, without losing the rental price. This gives the customer the opportunity to postpone the rental date **once** without incurring any additional costs.

The rental charge for the motorcycle mentioned in the hire agreement is indicated in the current price list (former price lists are no longer valid). The rental tariff will be determined on conclusion of the contract at the latest, and cannot be re-negotiated after returning the motorcycle. If the customer returns the motorcycle early or with less mileage than allowed for in the tariff, the customer will not be entitled to any refund of the rental price.

During the hire period, the duration of the hire period may be extended, after consulting with Enduro Park Hechlingen GmbH and receiving their explicit confirmation. The customer does not have a claim to extend the hire period, as such an extension can only be confirmed if the desired motorcycle will, after the expiry of the period of hire, be available and has not been hired to someone else.

Apart from payment in cash, the payment of the deposit may also be made by EC/Maestro card and credit cards of the type VISA, MasterCard, UnionPay, American Express, Diners Club.

2. Obligations on the part of Enduro Park Hechlingen GmbH

Enduro Park Hechlingen GmbH shall supply a roadworthy and technically faultless motorcycle including accessories for the hirer's use. The rental charge agreed upon includes vehicle taxes, lubricants, wear parts, maintenance work, the vehicle liability as well as the statutory VAT. Rental tariffs do not include: fuel and insurance of personal items. The computation of the mileage always starts with the hirer taking over the motorcycle.

The rented motorbike is covered by a liability insurance (100 000 000 €) flat; for injuries to persons limited to 15 000 000 € per killed/injured person. In addition, there is a partially comprehensive insurance covering fire, theft and damage caused by game, with a co-payment of 150,00 €.

3. Hirer's obligations

At the start of the hire period, a valid ID card, passport and a valid driver's licence appropriate for the hired motorcycle must be presented. **Non-EU citizens need an international driver's license!**

All documents (ID card or passport, driver's licence) presented must be originals. If the hirer appears more than two hours after the agreed start of the hire period without informing Enduro Park Hechlingen GmbH, Enduro Park Hechlingen GmbH shall be entitled to no longer reserve the motorcycle and hire it to someone else.

In the case of damage, the police must be informed immediately (also in the case of accidents caused by the hirer without any involvement of a third party) and a damage protocol written at Enduro Park Hechlingen GmbH's place.

The hirer shall be liable for all damage caused by him/her (also destruction, loss or seizure) up to **max. 1000,00 €**.

In the case of grossly negligent disregard of road traffic regulations, severe traffic offences, fine notices and unfitness to drive due to alcohol and intoxication, **damage caused by rides on untarred surfaces, or permitting an unauthorized third person to use the hired motorcycle and in the case of any severe infringement of this agreement, the hirer shall bear the damage to the full extent.**

Any damage (accidents) has to be reported to the police immediately, otherwise Enduro Park Hechlingen GmbH reserves the right to demand the entire amount of the damage from the hirer. If the motorcycle ride has to be interrupted due to a technical fault which was not caused by the hirer, the hirer shall phone the BMW Service Number and report the fault to the BMW road side assistance. If BMW Service cannot remedy the defect within 24 hours, the hirer shall be entitled to an equivalent replacement vehicle, as well as an appropriate cost reimbursement for the waiting time.

4. Handover and return of the motorcycle

Only the driver who is mentioned by name shall be authorized to ride the motorcycle. For every additional rider the ID card and driver's licence (original) will be required. The motorcycle will be handed over fully fuelled and must be returned with a full tank. If Enduro Park Hechlingen GmbH has to fill up the tank or if the hirer wishes Enduro Park Hechlingen GmbH to fill up the tank, a service flat of **15,00 €** will be charged on top of the fuel cost. The motorcycle shall be returned, if not otherwise agreed in **writing**, to the

Office of Enduro Park Hechlingen GmbH, In der Paint 14, D-87730 Bad Grönenbach. If the agreed return date of the motorcycle is exceeded by more than two hours, the daily hire charge becomes due for the vehicle in question as per the current price list. If, due to the late return, the next hire date can no longer be met, the damage caused to Enduro Park Hechlingen GmbH shall be reimbursed to Enduro Park Hechlingen GmbH; the claim will be set off against the deposit.

If the motorcycle is left in front of the business premises outside business hours (Mo.-Fr. 8.00 – 18.00 o'clock, Sat. 9.00 – 15.00 o'clock) and if that results in damage to the motorcycle, the hirer shall be liable in the amount of the percentage excess. The hirer shall be obliged to park the motorcycle, lock the steering wheel lock and throw the ignition key into the safe letterbox at the main entrance. Enduro Park Hechlingen GmbH will take the motorcycle back on the following day.

The hirer shall not be obliged to return the motorcycle cleaned - but if the motorcycle is so dirty that a possible damage might be concealed, Enduro Park Hechlingen GmbH reserves the right to take the motorcycle back only after cleaning it, with such cleaning to take place at the earliest possible opportunity.

5. Use of the motorcycle

The use of the hired motorcycle is limited to public and tarred roads. The use of the motorcycle in non-public areas, on untarred roads or territory, as well as the use of the motorcycle in contests is strictly forbidden. In particular, the hirer is forbidden to operate the motorcycle if it is in an unroadworthy condition, or to permit a third party to use the motorcycle, who is not in possession of a valid driver's licence or is unfit to drive. If the hirer fails to observe these conditions, the hirer will be held fully liable for any damage to property or persons.

The hirer is **not** entitled to replace or remove any parts without Enduro Park Hechlingen GmbH's written consent. The same applies for any additional equipment. The user may have repairs carried out only by an authorized BMW repair shop, after the explicit consent from Enduro Park Hechlingen GmbH.

Trips abroad: The motorbike may be used only in Germany or the European countries (excluding Turkey, Ukraine, Russia). Trips outside these regions require the prior written consent from the renter.

6. Accidents

An accident must always be reported to the police and registered with the police. The accident report form that comes with the vehicle must be completed by all parties involved in the accident. The hirers undertake to not make any admission of guilt.

Enduro Park Hechlingen GmbH must be informed as soon as possible by phone (emergency number see sticker under the seat).

7. Repairs

Repairs to maintain the operational safety or roadworthiness of the motorcycle may be commissioned upon consulting with and receiving the consent of Enduro Park Hechlingen GmbH; such repairs may only be carried out by an authorized BMW repair shop. The invoice amount will be reimbursed to the hirer upon presenting the invoice, which absolutely has to be made out to Enduro Hechlingen GmbH, In der Paint 14, 87730 Bad Grönenbach, USt-ID-Nr. (VAT Ident No.) DE263141984

8. Loss of key or vehicle papers

For the replacement of an ignition key lost by the hirer, the hirer shall pay a flat rate of 150,00 €. If the registration certificate gets lost, a loss report must immediately be made to the nearest police station and handed over to Enduro Park Hechlingen GmbH. The cost of issuing a new registration certificate in the amount of 100,00 € shall be paid by the hirer.

9. Return transport to the hiring office

If, due to a technical defect which was not caused by the hirer (which cannot be remedied by the BMW Service within 24 hours), a continuation of the ride is not possible, Enduro Park Hechlingen GmbH shall be obliged to transport the motorcycle back to the hiring office at their own cost. Any damage to the tyres shall be borne by the hirer. If the technical defect was caused by negligent behaviour or improper handling on the part of the hirer, the hirer must either arrange the return transport himself/herself, at his/her own cost, or may alternatively commission Enduro Park Hechlingen GmbH to transport the motorcycle back. The cost of the return transport are 1,00 € PER kilometre of the distance (computed from Office Enduro park Hechlingen GmbH, Bad Grönenbach, In der Paint 14 to the place of collection to Office Enduro Park Hechlingen GmbH) plus any toll fees and vignette costs.

10. General terms

This agreement conclusively represents all agreements made between the parties regarding the hire of the motorcycle. No oral agreements have been made. Any amendments or supplements to this agreement or any of its individual conditions are invalid unless made in writing. If all or part of the agreement or any of its conditions are ineffective or incomplete, the effectiveness of the remaining conditions remains unaffected. The parties shall be obliged to replace the ineffective and/or incomplete condition by an effective and complete one, which comes as close as possible to the economic purpose and the parties' mutual interests. The drafting, interpretation and execution of this agreement shall exclusively be subject to German law.

The place of jurisdiction shall be the business seat of Enduro Park Hechlingen GmbH, if legally permissible according to § 38 ZPO (Code of Civil Procedure).

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