

# **General Terms of Business**

## **of Einsath Speed & Fun Karting GmbH & Co. KG ( subsequently called "ESFK"**

### **1. Area of Validity:**

"ESFK" adduces all deliveries and services solely on the basis of the these terms of business.

### **2. Contract Offer, Completion of Contract.**

The contract is deemed valid on the countersigning of the "booking confirmation" "ESFK" or on the commencement of the first act of performance, without any obligation of notification of such to the customer. Amendments to the Contract Offer or the General Terms of business when initiated by the customers are deemed to constitute a new contract offer.

### **3. Contract Basis**

As far as "ESFK" has made an individual services offer, the data received from the customer constitute the basis for such. The customer carries the risk, that the subject of the contract complies with all their wishes and needs. If the customer wishes to agree on any binding terms, then these have to be passed in writing to "ESFK". These terms only become effective on counter signing by "ESFK".

### **4. Products and Services**

"ESFK" reserves the right, to improve such services in the scope of technical progress. The customer is obliged to take care of the equipment made available to them, and in the event of any damages, to immediately inform "ESFK". Compensation claims from third parties, resulting from assignment of a customers booking to the said third party, are excluded.

### **5. Behaviour on the "Kartbahn" (Racetrack).**

Every Driver must behave in a manner that other people are not endangered or injured. Every driver must be fully dressed in tight fitting suitable clothes, solid shoes, a "closed-face" Helmet, and where desired protective gloves. Long hair must be bound together and tucked under the Helmet. Scarves, Shawls and Bandanas must be taken off before driving.

**During the time spent on the racetrack the following must be observed:**

- 5.1 One must drive in the stipulated direction**
- 5.2 The flag regulations that apply must be observed. These are indicated on the course and are as per the "StVo" rules**
- 5.3 Directions from the Track Personal are to be strictly obeyed.**
- 5.4 In the event of an incident on the Track, one must under no circumstances get out of the Kart.**
- 5.5 A Kart Driver that has stopped on the track must raise their right arm in order to draw the attention of the track personal and other drivers**
- 5.6 The consumption of Alcohol or Drugs prior to driving is strictly prohibited and would lead to an immediate driving ban.**
- 5.7 The Race track may have very light surface irregularities which the driver should accommodate for.**

Disregard for any one of these rules entitles "ESFK" to immediately disqualify and/or expel the offending driver.

### **6. Prices and Payment**

"ESFK" is entitled to increase its prices at any time without giving any previous notice. The prices are fixed prices.

In the case of late payment, "ESFK" is entitled to demand interest of 6% per annum over the "discount- rate" of the EU Central Bank. "ESFK" invoices its services immediately. Invoices made out to companies are due for payment within 10 days of the date of invoicing.

### **7. Liability**

"ESFK" does not assume any liability in the case of accidents, in particular in the case of material and personal damage, except if this is the result of an act of gross negligence on behalf of "ESFK". Liability claims of drivers against the owner, or any person designated by same with the maintenance of the "Kartbahn", are excluded. Every customer has unlimited liability for material and personal damages caused through their own fault. This is relevant in particular for damages to the Karts resulting from improper driving. Participation in the Kart Driving is at one's own risk.

Children are obliged to have prior written consent of at least one legal representative. Parents are liable for their children.

### **8. Protection of Privacy**

"ESFK" is authorized to electronically save customer Data, in as far as it is necessary for contractual purposes, in particular for invoicing. "ESFK" will neither forward this information or the content of any private mails to any third party, without prior consent of the customer.

### **9. Final Regulations**

Any alterations, additions, or the partial or total cancellation of a contract must be made in writing, this includes also alterations or additions to the written form requirements. The exclusive place of jurisdiction for settling disputes arising from this contract is Hamburg. This applies even if the customer is a commercially registered Merchant. The law of the German Federal Republic applies for all claims and rights resulting from contracts made on the bases of these General terms of Business by "ESFK". This excludes in all cases both, the provision of the law for standardised "UN" commercial law about the purchase of rolling goods and , the provision of German civil International law. Should any of the clauses of these General terms of business, and/or this contract be, or become null and void, this will not effect the legal validity of the other clauses of the contract. On the contrary, each non-effective clause will be deemed to be replaced by the relevant substitute clause, or at least the approximate clause, to the initial agreement the counterparties would have had, in order to reach the same commercial result that would have applied, if the parties had been aware of the non validity of the original clause. The same applies for incomplete clauses.