



## TERMS AND CONDITIONS OF RENTAL OF THE EDELWEISS BIKE TRAVEL REISE GMBH

The following terms and conditions of rental shall form an integral part of the lease agreement entered into between a customer and the Edelweiss Bike Travel Reise GmbH (hereinafter referred to as “EBTR”) which the bookers (lessees) conclude with EBTR as the lessor either directly or via an agent.

### 1. Lessee

**1.1.** The lessee and thus the person responsible for the motorcycle shall be the signatory of the agreement, irrespective of who booked it and/or who pays the rental fees.

**1.2.** The rental motorcycle may only be driven by the lessee, that is to say by the person specified on the confirmation of rent. The rental motorcycle must not be placed at the disposal of third parties.

**1.3.** The lessee undertakes to only drive the rental motorcycle if at the time and place of leasing it he disposes of a valid driving licence and complies with other legal conditions in force for the operation of a vehicle at the time and place of leasing. Furthermore, the lessee shall be obliged not to drive the vehicle if he is overtired or under the influence of alcohol, drugs, medication or any other legal or illegal substances which impair consciousness or ability to react.

**1.4.** The lessee shall strictly be forbidden to pledge or sell the motorcycle or to otherwise dispose of the motorcycle or its parts, equipment, accessories and documents which could infringe the lessor’s property right or any other right he is entitled to regarding the motorcycle.

### 2. Proprietor

EBTR is the sole proprietor of the motorcycle specified in the lease agreement. Its employees and tour guides shall be entitled to act in the name of the company with respect to this lease agreement. Any attempt to transfer or sublet the motorcycle by any other person than EBTR shall be void.

### 3. Rent

**3.1.** The temporary provision of the booked motorcycle and the additional equipment shall form the exclusive subject-matter of the lease agreement.

**3.2.** The rental fee includes vehicle taxes, liability insurance and lubricants, not, however, the fuel. In case of a kilometre limit: exclusively the speedometer shall be decisive for calculating the kilometres covered. If the speedometer fails to work or if a seal is damaged, the lessor shall immediately be notified. In case he is not or not immediately notified, the lessor shall be entitled to invoice a driving distance of 500 km per rental day. The same shall apply if the lessee intentionally damages the speedometer or the seal. This shall not affect the option of the lessee to proof a lower kilometrage.

**3.3.** An excess possibly due within the framework of the motorcycle insurance shall be put down for the motorcycle in form of a security deposit in cash or by credit card (Mastercard, Visa) before the beginning of the rental.

### 4. Booking and payment

Upon leasing, a down payment conforming to the expected rent shall be made. The remaining rent shall be due and payable when returning the vehicle. In case of default of the lessee, the lessor shall be entitled to claim a reminder charge amounting to 2.00 € from the second reminder onwards as well as to claim 4 % of default interests. If the lessee does not take possession of the motorcycle despite of the booking or on the agreed date, the lessor may claim damages instead of the performance. This shall not affect the option of the lessee to proof that no or a smaller damage caused by default was caused.

### 5. Delivery and return of the motorcycle:

**5.1.** EBTR shall deliver the motorcycle in a good general and operating state completely with all required documents, parts and accessories.

#### 5.2. Return of the motorcycle:

The motorcycle shall personally be returned to the lessor or its contact person in situ (tour guide) at the agreed time and in the same state the motorcycle was rented together with the same documents and the same accessories, namely at the place and date and time defined in the lease agreement or otherwise in any case during the normal business hours. If the motorcycle is returned outside the agreed times or, respectively, outside the normal business hours, the customer shall remain fully responsible for loss, theft or damage of the motorcycle until the rental station opens. Before returning the motorcycle, the customer is obliged to fill up the fuel tank.

If the motorcycle is very dirty, the lessor shall have the right to charge to the lessee the costs for cleaning the vehicle.

If the return day agreed upon is not complied with, the lessee shall be obliged to pay the basic price per day for every commenced calendar day as a compensation. This does not affect the option of the lessee to proof that the lessor was not caused a damage or caused a considerably smaller damage for exceeding the rental period.

If the lessor has to transport the motorcycle back to the place specified in the lease agreement due to a damage for which the lessee is responsible, the lessor shall have the right to invoice to the lessee the costs for recovering the vehicle amounting to € 2.00 per kilometre covered.



## 6. Withdrawal from the contract

### 6.1. Withdrawal from the contract by the customer

#### a) Withdrawal from the contract with cancellation charge

The customer shall be entitled against payment of a cancellation charge to withdraw from the contract by sending a written notice to EBTR. The amount of the cancellation charge shall be based on the time the withdrawal is declared. The rental price shall be the total price of the service agreed upon in the contract. The following cancellation rates shall apply: - until 30 days before the rental start date 10 % of the total price; - until 15 days before the rental start date 30 % of the total price; - until 7 days before the rental start date 50 % of the total price; - from 6 days before the rental start date onwards 100 % of the total price. It is recommended taking out a travel cancellation insurance.

#### b) No-show

It shall be considered no-show if the customer fails to appear on the rental start date or if he starts leasing the motorcycle late. If it is moreover ascertained that the customer can no longer make use of or no longer wants to make use of the remaining rental service, he shall pay 100 percent of the rental price. In case of a late arrival of the customer, he shall pay the entire rental price for the rental period initially planned.

### 6.2. Withdrawal from the contract by EBTR

The lessor may terminate the lease agreement without giving notice if he gains knowledge of a good cause rendering the continuation of the lease agreement impossible. Good causes shall in particular be false statements made by the lessee concerning his person, his creditworthiness as well as the serious violation of the contractual obligations. In case of a termination without notice, the rental motorcycle shall be returned immediately, even before the expiry of the ordinary rental period. Apart from that, claims for damages of the lessor shall not be affected.

If — in case of a withdrawal from the contract on the part of EBTR — the motorcycle can be rented out otherwise, the cancellation charges are reduced correspondingly.

## 7. Obligations of the lessee

**7.1.** The lessee shall handle the motorcycle with due care, in particular comply with the technical regulations and operating instructions as well as guarantee road safety. The lessee undertakes to control the oil, water level, tyre pressure as well as the correct tension of the drive chain on a regular basis during the rental period. During the night (10.00 p.m. until 06.00 a.m.), the motorcycle shall not be parked on public roads. The motorcycle shall in any case be locked up with the steering lock when parked.

**7.2.** The motorcycle shall only be used in the manner agreed upon in the contract and intended by the manufacturer. The lessee shall not be allowed to participate in motorsport events or to drive on non-public roads or, respectively, on roads of racing circuits (e.g. racing track Nürburgring-Nordschleife) even if the road traffic regulations are applicable there. Journeys abroad require the express consent of the lessor or, respectively, are regulated within the limits of use mentioned in the lease agreement. The lessee shall comply with the statutory provisions, in particular with the road traffic laws. He shall be liable for all warning charges, administrative fines and penalties including the costs incurred by the lessor which are caused during the period the vehicle is rented in his name. Insofar as EBTR is obliged to bear such fine charges and related costs, the customer agrees that EBTR invoices a reasonable administrative fee in addition to the amounts payable for taking care of these matters.

**7.3.** The customer undertakes to only use the vehicle if it is in perfect condition to drive. If any technical problems or damages occur, the customer shall inform EBTR without delay. The customer shall expressly not be allowed to realize repairs himself.

**7.4.** The customer does not carry out any technical or optical modifications concerning the rental motorcycle (e.g. stickers, adhesive films).

**7.5.** The rental motorcycle may not be used by the lessee for commercial purposes.

## 8. Liability of the lessee for damages

**8.1.** The lessee shall be liable in case of theft as well as for all damages which are caused to the rental motorcycle, documents, parts and accessories during the rental period unless he proves that no fault lies with him. In case of disproportionately high tyre wear or, respectively, friction that can manifestly be ascertained due to improper use (e.g. “burn outs”), the lessee shall be liable to pay damages.

**8.2.** In case of damages of the rental motorcycle, documents, parts and accessories, the lessee shall be liable for the following costs actually incurred or ascertained by means of an expert opinion: repair costs, recovery and return costs, costs for experts, technical and mercantile value depreciation, loss of rent during the repair time or, respectively, in case of total loss for the replacement time; in case of theft for the replacement value. The lessee shall pay the basic fee per day for every day of loss of rent. The lessee shall have the right to proof that a smaller damage was caused.

## 9. Obligations and liability of the lessor

**9.1.** The lessor provides the motorcycle in a perfect, clean state conforming to operating and road safety as well as with undamaged seals usually fixed on the vehicle. The lessor only recognizes previous damages insofar as they were recorded in writing in the lease agreement or, respectively, in the inspection report when delivering the vehicle. Besides, the lessee shall receive the registration papers of the vehicle, a vehicle tool kit, a safety vest and a first aid kit as well as mounted and optional equipment as specified in the inspection report.

**9.2.** If during the rental period, without the lessee being at fault, it becomes necessary to repair something in order to guarantee the operation and road safety of the motorcycle, the lessee is entitled to commission an authorized workshop of the manufacturer of the vehicle up to a repair sum of 100.00 €. The receipts on repair costs shall be presented to the lessor in the original. If the expected repair costs exceed 100.00 €, the consent of the lessor shall be obtained before the commission.



**9.3.** Claims for damages of the lessee or third parties shall be excluded insofar as the lessor did not act with intent or gross negligence. This liability exclusion shall not apply in case of a culpable violation of fundamental contractual obligations and to personal damages. Nonetheless, in case of ordinary negligence, the liability of the lessor shall be limited to contractually anticipated, foreseeable damages.

**9.4.** EBTR shall neither be liable to the customer nor to other passengers for the loss or damage of personal objects left behind in the motorcycle during the rental period or after it. The customer alone shall be responsible for personal objects.

#### **10. Behaviour in case of accidents and other damages**

**10.1.** The lessee shall be obliged to inform the lessor or its contact person in situ (tour guide) without delay in any occurrence of a damage, also in case of damages without third parties being involved. The lessee shall only commission towing and/or repair services after having consulted the lessor.

**10.2.** The police shall be alerted without delay in case of an accident as well as in case of a theft or another loss. The lessee shall secure means of evidence (witnesses, traces, etc.), gather the data of the persons involved as well as do everything that can contribute to the due and complete clarification of the accident/the circumstances of the accident.

**10.3.** The lessee undertakes not to give an acknowledgement of debt and not to take any other actions (payments, settlements) which could endanger the insurance cover.

#### **11. Insurance cover**

**11.1.** The motorcycle shall have a flat-rate public liability insurance cover for personal, material and property damages in a certain amount for third party damages (personal damages up to ten million euros). A fully comprehensive insurance with excess shall only apply if this is stipulated in the lease agreement in the category insurance COVER+/COVER ALL specifying the sum of excess.

**11.2.** In case of a prolongation of the rental period, there will be no insurance cover, unless this was provably agreed with the lessor at the time of the prolongation.

**11.3.** The lessee shall be liable for damages according to the insurance cover agreed upon. Insofar as an insurance COVER+/COVER ALL was taken out which, however, refuses to pay damages, the lessee shall also be liable in this respect.

**11.4.** The lessee is furthermore expressly informed that he is also liable if an insurance COVER+/COVER ALL was taken out provided that he or his assistant:

- culpably violated the contractual obligations in case of accidents
- left the place of the accident without permission
- caused damages with intent or gross negligence
- exceeded the rental period agreed upon in violation of the contract.

**11.5.** EBTR recommends taking out a travel, cancellation, accident and legal expenses insurance.

#### **12. Vehicle and vehicle category**

The lessor shall constantly make an effort to provide the requested motorcycle. If this is impossible due to unforeseeable reasons, the lessor shall have the right to provide the lessee with an equivalent motorcycle or, respectively, with a motorcycle of the next higher category at the price initially agreed upon.

#### **13. Personal data**

By concluding the lease agreement, the customer agrees that EBTR electronically stores and processes his personal data in connection with this lease agreement for the purposes of the legitimate interests of EBTR, including statistical evaluation, creditworthiness check and protection of the property of EBTR. If the customer violates the lease agreement, his personal data can be disclosed and forwarded to third parties accordingly insofar as this is necessary to assert claims or to prevent property damages of EBTR.

#### **14. Applicable Law**

The contractual relationship of the customer with EBTR shall be governed by Austrian law.

#### **15. Place of performance and place of jurisdiction**

The place of performance shall be the registered office of EBTR; unless mandatorily required by law, the exclusive place of jurisdiction for all disputes arising out of the contractual relationship between the customer and EBTR shall be Innsbruck, Austria.

#### **16. Miscellaneous**

Oral or written ancillary agreements or amendments to this lease agreement shall only be valid if they have been confirmed by EBTR in writing. All contractual agreements require the written form. The same shall apply in case of derogation from this clause. If individual provisions of these travel terms and conditions are legally invalid, this does not make the remaining provisions invalid.

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