

General Terms and Conditions Racecracks

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Article 1 – Definitions

For the purpose of these terms and conditions the following is understood as:

1. **Day:** calendar day;
2. **Participant:** the natural person who registered for the event organised by Racecracks;
3. **Digital content:** data that are produced and supplied in digital form;
4. **Sustainable data carrier:** each and every tool – also including email – that enables the participant or Racecracks to save information addressed to the same in a manner that makes future consultation or use during a period that is in line with the objective for which the information is supplied and unchanged reproduction of the saved information possible;
5. **Event:** the race event to be organised on a circuit by Racecracks for which the participant can register and to which the agreement is related;
6. **Right of withdrawal:** the possibility of a participant not to go ahead with the distance agreement within the reflection period;
7. **Distance agreement:** an agreement that is concluded by and between Racecracks and the participant within the framework of an organised system for the distance selling of services in the course of which up to and including the conclusion of the agreement use is exclusively or also made of one or more techniques for distance communication;
8. **Technique for distance communication:** means that can be used for the conclusion of an agreement without the participant and Racecracks having to simultaneously meet in the same room;
9. **Burn-out:** standing still with the motorbike with activated front brake and rotating rear wheel;
10. **Wheelie:** driving on the rear wheel in the course of which the front wheel is not in contact with the track;
11. **Paddock:** parking area that borders the circuit, also access to the circuit;
12. **Dynamic measuring:** noise is measured when the motorbike passes by at the circuit;
13. **Static measuring:** measuring with a stationary motorbike whilst the engine runs at 6000 revolutions;
14. **DB-killer:** a piece of steel that is attached to the end of the damper in order to reduce the number of decibels;
15. **CHM:** Centre for Enforcement and Mobility;
16. **Free driving:** driving at the circuit, whether or not in a group, without the supervision of an instructor.

Article 2 – Identity of Racecracks

The private company with limited liability Racecracks B.V.

Having its corporate seat in Wateringen

Having its place of business in Wateringen at the Murracijstraat 3.

Telephone number: +316 1443 7410

Email address: info@racecracks.nl

CoC number: 64696901

VAT identification number: NL855785548B01

Article 3 – Applicability

1. These general terms and conditions are applicable to each and every offer of Racecracks and to each and every distance agreement concluded by and between Racecracks and the participant.
2. The text of these general terms and conditions is made available to the participant before the distance agreement is concluded. Should this within reason not be possible then Racecracks shall indicate before the distance agreement is concluded how the general terms and conditions can be consulted at Racecracks and that at the request of the participant they are forthwith sent to the participant free of charge.
3. If the distance agreement is concluded electronically then the text of these general terms and conditions can, in derogation from the previous paragraph and before the distance agreement is concluded, be made available to the participant electronically in such manner that it can easily be saved by the participant on a sustainable data carrier. Should this within reason not be possible then it shall be indicated before the distance agreement is concluded where note can be taken of the general terms and conditions electronically and that at the request of the participant they are forthwith sent to the participant electronically or otherwise free of charge.
4. If Racecracks does not always require strict compliance with these terms and conditions then this shall not imply that these terms and conditions are no longer applicable or that Racecracks would forfeit the right to desire strict compliance with these terms and conditions in future, whether or not similar, instances.
5. The applicability of the general terms and conditions used by the participant is hereby expressly rejected.

Article 4 – The offer

1. If the offer has a limited validity or is made on conditions then this is expressly indicated in the offer.
2. The offer contains a complete and accurate description of the event. The description is sufficiently detailed to enable a proper assessment of the offer by the participant. If Racecracks uses images then they provide a truthful representation of the offered services and/or digital content. Apparent mistakes or apparent errors in the offer shall not have binding effect on Racecracks.
3. Each and every offer contains such information that it is clear to the participant what the rights and obligations are that are associated with acceptance of the offer.

Article 5 – The agreement

1. The agreement is, subject to the provisions set forth in paragraph 4, concluded at the moment of acceptance by the participant of the offer and compliance with the imposed conditions.
2. If the participant accepted the offer electronically then Racecracks forthwith confirms the receipt of the acceptance of the offer electronically. The participant can rescind the agreement as long as the receipt of the said acceptance has not been confirmed by Racecracks.
3. If the agreement is concluded electronically then Racecracks shall take appropriate technical and organisational measures to secure the electronic transfer of data and provides for a secure web environment. If the participant can pay electronically then Racecracks shall observe appropriate security measures.
4. Within the legal frameworks Racecracks can ascertain itself of the fact that the participant can comply with his payment obligations as also of the facts and factors that are relevant to the responsible conclusion of the distance agreement. If on the basis of the said examination Racecracks has good grounds not to conclude the agreement then Racecracks shall be entitled to reject a request in a substantiated manner or to impose special conditions on the implementation.
5. At the latest upon conclusion of the agreement Racecracks shall send the following information, in writing or in a way that it can be saved on a sustainable data carrier by the participant in an accessible manner, to the participant:
 - a. the visiting address of Racecracks where the participant can go with complaints;

- b. a clear indication regarding the exclusion of the right of withdrawal;
 - c. the price including any and all taxes of the event, the payment method and the mode of implementation of the distance agreement.
6. The participant receives a grid number from Racecracks that is strictly personal and non-transferable. If the participant has a different person participate in the event with this grid number then Racecracks reserves the right to exclude both the said person and the participant from participation in the event without repayment of the registration fee.

Article 6 – Exclusion of the right of withdrawal

The participant who intends to participate in the circuit day concludes an agreement with Racecracks regarding a leisure activity in respect of which the agreement foresees a certain date or period for the implementation thereof. That is why the right of withdrawal is excluded in pursuance of section 230p under e of Book 6 of the Dutch Civil Code. Racecracks shall indicate this in a timely fashion prior to the conclusion of the agreement.

Article 7 – Termination

1. Both the participant and Racecracks are authorised to terminate the agreement on account of compelling circumstances.
2. In case compelling circumstances are absent the participant can terminate the agreement however he shall then be liable to pay a part of the registration fee in conformity with the following percentages in relation to the number of days that termination takes place prior to the event:
 - more than 60 days prior to the event; 20%;
 - 60 to 30 days prior to the event; 40%;
 - 30 to 10 days prior to the event; 60%;
 - 10 days or fewer prior to the event; 100%.

Article 8 – The price

1. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
2. Price increases from 3 months after the conclusion of the agreement are only permitted if Racecracks stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the participant has the authority to terminate the agreement effective from the day that the price increase takes effect.
3. The prices of products or services mentioned in the offer are inclusive of VAT.

Article 9 – Instructions during the event

1. The participant complies strictly with the instructions of the instructors present at the circuit and of other employees of Racecracks. Racecracks reserves the right to exclude participants from participation if instructions are not followed without Racecracks being liable to repay the registration fee.
2. Racecracks reserves the right to exclude the participant from participation without repayment of the registration fee if the participant:
 - acts in such manner that this results in nuisance in terms of a proper performance of the event;
 - hinders or jeopardises fellow participants;
 - deliberately causes damage to the goods and/or inventory, other participants and/or their personal belongings;
 - is under the influence of alcohol or narcotics.

Article 10 – Equipment and safety

1. The participant must be in a good, healthy physical and mental condition.
2. The use of the following protective equipment is compulsory when driving on the circuit and in the paddock:
 - undamaged leather race overall or leather trousers and jacket where the jacket and trousers are zipped together;
 - undamaged leather gloves and motorbike boots;
 - a back protector;
 - undamaged integral helmet (exclusively helmet with chin protection and CE approval).
3. The use of body or helmet cameras is not permitted.

4. Mirrors and any and all lights must be covered with suitable tape.
5. Prior to the event motorbikes can be submitted to a technical inspection by Racecracks in respect of the following components:
 - exhaust;
 - brakes and brake blocks;
 - throttle lever;
 - fluid density;
 - chain;
 - tyres;
 - general technical condition.
6. Racecracks reserves the right to exclude the participant from participation without repayment of the registration fee if the participant does not comply with one of his obligations on account of this article or if the motorbike is not approved for participation in the event.
7. The performance of a "burn-out" or intentional "wheelies" is prohibited, both at the circuit and in the paddock.
8. Despite the fact that Racecracks can submit a motorbike to a technical inspection each and every participant is personally responsible for the technical condition of the motorbike. Racecracks or its employees cannot be held liable for the potential damage to a driver and motorbike during the circuit day due to defects of the motorbike.

Article 11 – Environment

1. The use of open exhaust dampers is not permitted at the circuit. Standard dampers or dampers with DB-killer(s) are, however, permitted.
2. A dynamic measuring can be performed at the TT circuit in Assen. If a maximum of 101 dBa is exceeded, however not exceeding a maximum of 103 dBa, then a warning is given when the maximum is exceeded for the first time. If the maximum is exceeded a second time then definitive exclusion from participation follows without repayment of the registration fee. Motorbikes that produce more than 103 dBa are immediately excluded from further participation without repayment of the registration fee.
3. A static and dynamic measuring can take place at the circuit in Mettet. If a maximum of 94 dBa is exceeded at a static measuring of 101 dBa then a warning is given. If the maximum is exceeded a second time then definitive exclusion from participation without repayment of the registration fee follows.
4. The use of an environmental mat is compulsory in the pit box and in the paddock for absorbing oil and/or petrol.
5. Fines and other official sanctions imposed on Racecracks as a result of exceeding the noise limit or on account of other violations are recovered from the participant responsible for exceeding the noise limit or the violation.

Article 12 – Paddock

1. The participant is not allowed to leave (parts of) tyres or other waste behind in the paddock.
2. It is not allowed to drill in the asphalt at the paddock. Potential damage as a result thereof are recovered from the participant by Racecracks.
3. Dogs are in no instance whatsoever allowed in the paddock.
4. Racecracks reserves the right to refuse participation if the participant does not comply with the rules for the paddock.
5. In order to guarantee the free access to the fire brigade and intervention vehicles the demarcation of the stands must be respected by the participant and the paths must be kept free.
6. Damage caused to the paddock and/or costs for repair shall be recovered by Racecracks from the participant who caused the damage.

Article 13 – The circuit and the area around the circuit

1. The circuit can only be used by the participant after express consent of Racecracks.
2. Any and all damages that are caused by the participant to the infrastructure of the circuit can be recovered from the participant by Racecracks.
3. Not a single motorised vehicle can drive at the circuit outside the hours specified in the time schedule. Seven days prior to the event the participant receives the time schedule by email. The time schedule is also available for inspection during the event at the registration desk. If a participant nonetheless drives at the circuit outside the specified hours then he shall immediately be excluded from participation without repayment of the registration fee and he may be denied

access to the circuit and the area around the circuit until the end of the day programme. The same traffic regulations as applicable on the public road apply on the access roads to the circuit and in the paddock. The maximum permitted speed is 30 km/h. Under the age of 16 it is strictly prohibited to use a motorised vehicle within the domain of the circuit. In case of a violation Racecracks can deny access to the circuit without repayment of the registration fee. The participant is familiar with the fact that he is driving at a closed circuit and that regulations and legislation, applicable when driving on the public road, are not applicable.

4. The use of audio-visual equipment at the premises of CHM Lelystad is not allowed.
5. The premises of CHM Lelystad are only accessible to vehicles that are permitted on the public road.
6. The statutory regulations and safety regulations as applicable on the public road are also applicable at the circuit of CHM Lelystad (e.g. motor helmet and/or seat belt).
7. Free driving is not allowed at CHM.
8. Overtaking is not allowed at CHM and groups that enter the circuit must stay together. Overtaking is only permitted on the straight part and on condition that the driver who is being overtaken indicated this with the right indicator and is moving to the right.
9. The CHM is only accessible to participants. Spectators are not permitted.
10. The use of tyre heaters is not permitted at the Midland circuit in Lelystad.
11. The CHM can only be accessed by drivers who are in possession of a valid driving licence A and with a motorbike that is at least covered by third-party insurance. If the participant cannot demonstrate that he is in possession of a driving licence A and that the motorbike is covered by third-party insurance then Racecracks may deny access to the circuit without repayment of the registration fee.
12. Only approved road tyres are permitted at CHM. Slicks and rain tyres are not permitted.
13. Upon participation the participant is handed a transponder. In case of loss or theft of or damage to the transponder Racecracks shall be authorised to charge the costs of the transponder to the participant. These costs equal the amount that Racecracks is liable to pay to the provider of the transponder in case of loss, theft or damage, with a maximum of € 390.00 inclusive of VAT.

Article 14 – Advertising and selling

1. Advertising during the event by the participant is permitted. Advertising expressions should, however, be removed before 19:00 o'clock on the day of the event. It is strictly prohibited to show tobacco advertisements.
2. The advertising of the circuit can never be covered, either in full or in part, by a participant.
3. Potential fines or compensation payable by Racecracks on account of a violation of the previous paragraphs can be recovered from the participant by Racecracks.
4. Racecracks does at all times reserve the right to remove advertising expressions if they are in violation of common decency or the public order or are otherwise deemed to be inappropriate by Racecracks.
5. It is not allowed to sell food and/or beverages or tyres and/or motorbike components on a professional basis.

Article 15 – Payment

1. To the extent not determined otherwise in the agreement or additional terms and conditions, the amounts payable by the participant must be paid within 14 days after the conclusion of the agreement. This time limit takes effect on the day after the participant has received the confirmation of the agreement.
2. Payment for the circuits located in the Netherlands must take place through remittance of the payable amount to IBAN NL76 INGB 0007 0481 27 with BIC INGBNL2A in the name of Racecracks B.V. in Wateringen.
3. Payment for the circuits located outside the Netherlands must take place through remittance of the payable amount to IBAN NL24 INGB0749891262 with BIC INGBNL2A in the name of F.J.M. van Rijn in Wateringen.
4. Damage to the infrastructure of the circuit or other damages, fines and costs are charged based on actual costs and must be paid within 14 days after the date of the invoice through remittance of the payable amount to IBAN NL76 INGB 0007 0481 27 with BIC INGBNL2A in the name of Racecracks B.V. in Wateringen.
5. If the participant does not comply with his payment obligation(s) in a timely fashion then he shall, after having been pointed to the late payment by Racecracks and after Racecracks has given the participant a time limit of 14 days to yet comply with his payment obligations and payment fails to

materialise within the said time limit of 14 days, be liable to pay an interest rate of 1% per month on the yet payable amount and Racecracks shall be authorised to charge the extrajudicial collection costs incurred by the same. The said collection costs amount to a maximum of 15% on outstanding amounts up to € 2,500.00; 10% on the subsequent € 2,500.00; and 5% on the subsequent € 5,000.00, with a minimum of € 40.00. Racecracks may deviate from the aforementioned amounts and percentages in favour of the participant.

Article 16 – Complaints procedure

1. Racecracks has a complaints procedure that was communicated in a sufficient manner and handles the complaint in accordance with the said complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to Racecracks promptly after the participant has observed the defects however in any case at the latest within 14 days after the event in a full and clearly described manner.
3. Complaints submitted to Racecracks are answered within a time limit of 14 days calculated from the date of receipt. If a complaint foreseeably requires a longer processing time then Racecracks answers within the time limit of 14 days with a confirmation of receipt and an indication when the participant can expect a more extensive answer.
4. The participant must in any case give Racecracks 4 weeks to solve the complaint in joint consultation. After this time limit a dispute occurs that is susceptible to settlement through judicial intervention.
5. If a complaint is justified then Racecracks shall yet comply as agreed, unless this has meanwhile become useless to the participant. The latter must be demonstrated by the participant in a substantiated manner. If yet performing what had been stipulated is no longer possible or useful then the liability of Racecracks shall be limited to the registration fee, unless the damages can be blamed on intent or intentional recklessness of Racecracks or its business management.

Article 17 – Liability

1. The participant is familiar with the fact that the use of the circuit and participation in training sessions and competitions can, both to him and to third parties, as also to his goods and/or goods of third parties, bring about very considerable risks of damage – including bodily harm, property damage and consequential damages.
2. The participant is familiar with the fact that driving at the circuit takes place in an uninsured manner and he expressly accepts the said risk at his own expense.
3. The participant or the surviving relatives of a participant can never hold Racecracks or the owner or the operator of the circuit or other participants liable for potential bodily harm, property damage, consequential damages or any other form of damages, barring in case of intent or gross negligence by managerial persons of Racecracks.
4. The participant must be insured against healthcare expenses in the whole of Europe. At the request of Racecracks the participant must prior to the event submit the policy of the said healthcare expenses insurance.
5. The participant is familiar with the fact that medical expenses insurance does not cover repatriation and that travel insurance usually does not cover repatriation in case of participation in dangerous sports, including motorsports. Racecracks expressly pointed the participant to this upon the conclusion of the agreement. It is up to the participant to, if so required, take out supplementary insurance for the said expenses.

Article 18 – Force majeure

In case of force majeure Racecracks cannot be addressed for compliance with the stipulated obligations. As the occasion arises Racecracks shall be entitled to either suspend the programme for the duration of the force majeure or cancel the programme either in full or in part on account of unforeseen circumstances. Repayment of the registration fee shall never take place. Force majeure is, apart from what is understood as such by law and case law, understood as any and all circumstances, foreseen or unforeseen, that are beyond the control of Racecracks and/or of which Racecracks can, within reason, not avoid the consequences. This includes, inter alia, industrial action within the company of Racecracks, failures and/or defects of equipment, defects of the circuit or facilities at the circuit, a degree of contamination of the circuit with (oil-like) substances as a result of which decontamination cannot take place within a reasonable period of time as well as weather conditions like wind speeds exceeding force 7, snow, black ice, extreme rainfall, temperature under 0 degrees Celsius.

Article 19 – Disputes

Dutch law is exclusively applicable to agreements by and between Racecracks and the participant to which these general terms and conditions are related.