

General Terms and Conditions for Groups

Applicability

These terms and conditions apply to contracts concluded for the purpose of the organisation and implementation of driver safety trainings and other training courses, events, incentives, conferences etc., as well as all related services and deliveries of the Fahrsicherheitszentrum am Nürburgring GmbH & Co. KG. The Fahrsicherheitszentrum am Nürburgring GmbH & Co. KG is hereinafter referred to as „FSZN“.

Customer terms and conditions shall only apply if they have been expressly agreed upon in advance.

1. Conclusion of contract, contract party

1.1. The contract is concluded by submission of an offer by the FSZN on request of the customer and acceptance of the offer (booking confirmation) by the customer. The contractual partners are the customer and the FSZN.

1.2. The FSZN's website, its brochures and other advertising as well as the FSZN's references to events do not contain an offer to conclude a contract, but rather an invitation to the customer to submit an offer.

1.3. If the purchaser is not the organiser/participant himself or if a commercial agent or organiser is engaged as purchaser by the customer, the purchaser undertakes to pass on jointly and severally the obligations arising from this contract to the customer and the participants.

1.4. Transport to the event location and/or possible accommodation services are not included in the services provided by the FSZN, unless explicitly agreed. The respective costs are to be borne by the customer himself.

2. Liability

2.1. The FSZN shall be liable without limitation for damages to life, body and health, which occur due to a deliberate or negligent breach of duty on the part of the FSZN, its legal representatives or its vicarious agents. In addition, there is only a liability for damages that are based on intentional or grossly negligent breaches of contract as well as malice on the part of the FSZN, its legal representatives or vicarious agents.

2.2. Furthermore, the FSZN shall only be liable for damages caused by simple negligence, as far as this negligence concerns the violation of such essential contractual obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the compliance of which the customer relies and may rely. However, it shall only be liable to the extent that the damages are typically associated with the contract and foreseeable.

2.3. Any further liability of the FSZN is excluded. Where such liability of the FSZN is excluded or limited, this also applies to the personal liability of its employees, staff, representatives or vicarious agents.

2.4. Otherwise, the customer undertakes to inform the FSZN in good time of the possibility that an extraordinary damage might be caused.

3. Services, prices, payment

3.1. The agreed prices include the respective statutory value added tax, currently 19 %, unless expressly stated otherwise.

3.2. 50 % of the agreed or anticipated organisational expenses (including variable costs such as catering and similar) shall be due at the latest 30 days before the first day of the event on the invoice issued by the FSZN. The remaining 50 % are due at the latest by the first day of the event of receipt of the invoice. If the agreed payments are not settled in full before the start of the event, the FSZN has the right to refuse the supply of their services.

Variable costs, the amount of which is only determined after the end of the event (e.g. catering etc.), will be invoiced conclusively after the event, allowing for payments on account.

3.3. In case of default, the FSZN is entitled to charge reminder costs to the overall amount of 7,00.- Euro. The customer is expressly entitled to constitute evidence that no damage has incurred at all or that the damage is significantly below the lump sum.

4. Right of rescission/ Rescheduling by the FSZN

4.1. Where good cause exists to do so, the FSZN has a right of rescission. A good cause exists in particular:

a) if the first advance payment as set out in 3.2. is not made even after a reasonable extension set by the FSZN with threat of refusal has expired.

b) if, in the opinion of the responsible trainer, the weather conditions do not allow the event to take place without risk to participants or vehicles.

c) in the event of a case of force majeure, e.g. natural disasters, terrorism, etc., which make an event impossible or present too big a threat to participants or vehicles.

d) if the rescheduling of a major Nürburgring event or new insertion of a major Nürburgring event do so require. In such cases, the date can be cancelled up to three months before the planned date of the event.

e) if events are booked by the customer under misleading or false information of essential facts, e.g. regarding the customer himself or the purpose.

f) if the FSZN has reasonable grounds to believe that the event may jeopardise the smooth operation, security or public reputation of the FSZN, without this being attributable to the sphere of control or organisation of the FSZN.

g) in the event of a breach, by the customer, of his material obligations under the contract or under these General Terms and Conditions or in the event of a material breach of the conditions for participation (e.g. participant does not speak German, vehicle exceeds the permissible volume, participant is under the influence of alcohol or drugs, etc.).

4.2. In the above-mentioned cases of items 4.1.b) to 4.1.d), the FSZN will inform the customer immediately after it gains knowledge of such circumstances and will refund the course fees in these cases. However, the customer must allow the deduction of services already rendered. Should an event have started already and be cancelled when more than 3/4 of the anticipated duration of an event of such type has elapsed without any fault on the part of the organiser, no organisational expenses will be refunded. In the case of items 4.1.a) and 4.1.e) to g), the customer shall be obliged to provide compensation for losses.

4.3. In the case of items 4.1.b) to 4.1.d), the FSZN may, in consultation with the customer, reschedule the date instead of withdrawing. Should an event be rescheduled to another date (alternative date), the booking shall respectively be valid for the new event date.

4.4. Any FSZN liability depends on the type and scope as mentioned in item 2 of these terms and conditions.

5. Cancellation possibility for customers

5.1. The customer is given the opportunity to withdraw from the contract without specification under the conditions set out in the following item 5.2.

5.2. On cancellation occurring before the start of the event, the following cancellation fees shall become due:

- until the 60th day before the start of the event 10 % of the organisational expenses
- between the 59th and 16th day before the start of the event 60 % of the organisational expenses
- between the 15th and 6th day before the start of the event 80 % of the organisational expenses
- between the 5th and 1st day before the start of the event 90 % of the organisational expenses
- On non-appearance on the day of the event, 100% of the organisational fee shall become due

5.3. The customer is expressly entitled to constitute evidence that no damage has incurred at all or that the damage is significantly below the lump sums under 5.2.

5.4. Cancellation must be made in writing by post, fax or e-mail. The timeliness of the cancellation is determined by its receipt by the FSZN. The receipt of the cancellation declaration will be confirmed in writing by the FSZN and cancellation fees will be invoiced immediately.

6. Changes in the number of participants and the time of the event

6.1. In case of an upward deviation of the agreed total number of participants (as far as permissible and possible), the actual number of participants will be invoiced.

6.2. In case of a downward deviation of the agreed total number of participants, the previously agreed number of participants will be fully charged.

6.3. The FSZN reserves the right to admit only persons who have registered to the event.

6.4. The permissible daily operating hours for training events and the like (driving operation) are to be strictly adhered to from 7.00 a.m. to 10.00 p.m. If the agreed start or end times of the event are unduly delayed beyond this period, the FSZN is entitled to charge additional costs for service provision, unless the FSZN is at fault.

7. External services, cleaning, technical equipment and connections

7.1. Insofar as the FSZN procures external services (e.g. car rentals, site rentals, accommodation, catering, etc.) and/or technical and other equipment from third parties for the customer and at the customer's request, it acts in the name, on behalf and for the account of the customer. In this case, the terms and conditions of the respective supplier/third party apply, which shall be handed over to the customer at the latest upon agreement of the external services. The customer is liable for the careful treatment and proper return of the objects and equipment provided.

The customer shall indemnify the FSZN from all claims of third parties arising from the provision of these objects and equipment.

7.2. Cleaning of the rented premises before and after an event is included in the agreed rental price. However, the FSZN reserves the right to charge the customer for any additional costs incurred for cleaning in the case of events with extreme soiling (such as award ceremonies with Champagne or confetti showers etc.).

7.3. The operation of the lessee's own electrical equipment while using FSZN's infrastructure (e.g. power supply network, telecommunications) or infrastructure of FSZN's contractual partners (e.g. Telekom, innogy, etc.) requires the written consent of the FSZN and its contractual partners. Any fault or damage to the technical equipment of the FSZN or to that of its contractual partners arising from the use of such brought in devices shall be borne by the lessee if the FSZN or its contractual partners are not responsible for them. The FSZN or its contractual partners shall be entitled to charge any electricity expenses arising from such use on a flat-rate or specific basis after prior agreement.

7.4. Any fault or damage to technical or other equipment provided by the FSZN or its contractual partners shall be remedied immediately if possible. Payments cannot be withheld, reduced or set off (except with undisputed claims or claims that have become res judicata), unless the FSZN or its contractual partners are responsible for such faults.

8. Loss or damage to items brought in, obligation to vacate the premises

8.1. Any of the customer's and his participants' exhibition equipment, decoration or other, including personal items, are brought in the event rooms at the customer's risk. The FSZN is only liable for loss, destruction or damage caused intentionally or by gross negligence on the part of the FSZN.

8.2. Any exhibition or decoration equipment or the like that is brought in shall conform to fire prevention regulations and other safety requirements. The FSZN is entitled to demand official evidence. Due to potential damage, the installation and attachment of such items shall be coordinated in advance with the FSZN.

8.3. Any exhibition equipment, decoration or other brought in shall be removed immediately after the end of the event. If the customer fails to do so, the FSZN is entitled to remove and/or store and/or dispose of the goods at the expense of the customer without prior warning and by setting a deadline. If items belonging to the customer or his participants are left in the event room, the FSZN shall be entitled to charge room rental for the duration of the room use. The customer shall bear the costs of removal and any damage caused by installation or removal after receipt of an invoice.

9. Customer's liability for damages

9.1. The customer is liable for damages to buildings, training grounds (e.g. crash barriers, green areas, etc.) and inventory caused by him, his event participants or visitors, employees or other third parties attributable to him. Any damage caused during an event on the premises and in the buildings of the FSZN shall be immediately reported to the FSZN and documented in writing.

10. Insurances of the FSZN

10.1. During a training course each participant is covered by an FSZN accident insurance (€25,000 in the event of death; €50,000 in the event of disability; €125,000 in the event of full disability).

10.2. An optional coverage under hull can be obtained for the vehicles used during the training, for an additional charge (see current price list) with a maximum threshold level of damage of 3,500.- € and an own risk of 500.- €.

This additional insurance is exclusively available for the following standard training types: Safety + Fun 1 Day, Safety + Fun 2 Days, Safety + Fun 5 hours, Safety + Fun 3 hours, Safety + Fun Biker 1 Day, Safety + Fun Biker 2 Days, Safety + Fun Junior.

The additional insurance applies exclusively to driving exercises practised in the driving safety centre and within the marked practice tracks. It does not apply outside the marked practice tracks of the driving safety centre (e.g. return route, parking lot, when queuing for a driving exercise). Start and end of a driving exercise are marked by white lines on the respective practice tracks.

In the case of intent and gross negligence, the driver of the vehicle shall himself be liable to the full amount of the damage. The insurance cover expires for instance if the trainer's instructions are not followed. This applies in particular to the requirement to adhere to the specified exercise speeds. Any damage shall be reported to the instructor immediately on the day of the event and inspected together. Later damage reports shall not be accepted as claims. In addition, a written damage report shall be submitted promptly to the FSZN.

Subsequent insurance registration occurring after the start of the first exercise is not possible and cannot be considered.

No insurance cover shall be provided for any non-standard add-on parts such as roof racks, roof boxes, auxiliary headlamps, etc.

11. Customer's insurances

The customer shall ensure that the vehicles provided for the training by himself or his participants are covered by liability insurance.

12. Participation requirements for driver safety trainings and further driver training courses

12.1. The customer shall ensure that each of his participants – whether active or as an authorised co-driver – accepts the handed out and respectively valid conditions of participation of the FSZN by signing them before the start of the event. The same shall apply to the insurance conditions.

12.2. On the training grounds the rules of the German Road Traffic Regulations (StVO) and the German Road Traffic Licensing Regulations (StVZO) apply.

12.3. The training language is German, unless explicitly agreed otherwise in writing. The FSZN reserves the right to exclude participants who do not speak the training language and/or do not sufficiently understand the training language and therefore cannot follow safety-relevant instructions from training. In such a case a refund of the (proportional) organisational expenses shall not be made.

12.4. The participant shall hold a valid driving license for the respective course variants. The organiser may request that the driving license be presented before the start of the training. Driving license holders of the "Accompanied driving" scheme may only participate in the training together with the accompanying person registered in the driving license.

12.5. The participant shall himself be responsible for the road safety of his vehicle. The vehicle is not checked by the FSZN.

12.6. The participant's blood alcohol level shall not exceed zero per mill at the start and during the course. The consumption of alcohol and drugs is strictly prohibited for the duration of the entire training. The FSZN reserves the right to exclude participants from participation in the training who are apparently under the influence of alcohol or drugs at the time of the training. In such a case a refund of the (proportional) organisational expenses shall not be made.

12.7. The instructions of the trainers must be followed without fail, among other things in the interest of safety, for the duration of the entire courses and trainings. On infringements of these instructions or of the rules of the StVO (German Road Traffic Regulations), which could endanger the participant himself, other persons or objects of significant value, a participant can be excluded from training without the participant having any right to claim a refund of the organisational expenses.

12.8. One accompanying person is entitled to participate as a co-driver in a passenger car driver safety training (prerequisites: at least 8 years of age and appropriately secured in the vehicle). Co-drivers from the age of 8 up to and including the age of 17 must submit a declaration of consent from parents or guardians, unless the participant is the parent or guardian himself.

12.9. Animals are not allowed in the buildings and on the premises of the FSZN.

12.10. Participants of bike trainings undertake to wear an appropriate motorcycle safety helmet as well as a full motorcycle clothing in accordance with legal provisions (motorcycle suit with protectors, motorcycle gloves and boots). Participants under 18 years of age with light motorcycles must submit a declaration of consent from their parents or guardians before the training.

12.11. Participants can only take part in the training courses - irrespective of the registration of the vehicles - with vehicles equipped with a standard exhaust of the respective manufacturer which do not exceed a maximum full load sound power level of 130 dB(A). Pursuant to the near field measurement method this corresponds to a maximum sound power of 98 dB(A). Noise emissions are determined by monitoring where appropriate. Customers with vehicles exceeding this noise level can be excluded from training without the participant having any right to claim a refund of the organisational expenses.

12.12. The customer must ensure that the vehicles used by him or his participants are washed by him or his participants after the end of the event in order to avoid possible water stains. Generally, water stains are not to be expected thanks to water recovery in the water obstacles of the training tracks, however, they cannot be excluded, which is expressly pointed out. The FSZN assumes no liability in this respect.

13. Catering Right

Catering rights on the premises of the FSZN are held by Mr. Patrizio Persiani, Alte Poststraße 36, 53518 Adenau, Mail: pauilymonika@yahoo.de, Phone: 02691/922053. It is therefore not permitted to bring food and drinks and to use a third-party caterer.

14. Privacy policy

Insofar as customers of the FSZN have made personal data available, these shall only be used to answer inquiries, to process concluded contracts and for technical administration. Personal data will only be passed on or otherwise transferred to third parties if this reveals necessary for the purpose of contract processing and service provision by the FSZN or if the customer or his participant has given prior consent. A given consent can be revoked by the customer or his participant at any time with effect for the future. Personal data is exclusively collected, processed, transmitted and stored within the scope of the applicable legal provisions. Further information is contained in our privacy policy and can be downloaded at www.fszn.de/datenschutz.

15. Photos and footage

15.1. All participants, co-drivers and customers are informed before the start of the respective event that the FSZN will make photographic, audio and film recordings of events/training sessions. The FSZN would be entitled to dispose of this material free of charge, in particular to use it for its own advertising purposes pursuant to the German Law regulating Art and Copyright Questions (section 23 first subsection no. 2 *KuG*).

15.2. All participants, co-drivers and customers must declare in writing before the start of the event whether or not they agree with the regulation. On their part, they may, in compliance with the German Law regulating Art and Copyright Questions and the social media netiquette, make photographic, sound and film recordings within the framework of training courses and other events. However, publication is at all times exclusively permitted in the context of training courses. Commercial use as well as disparagement are prohibited.

15.3. Furthermore, it is prohibited to take pictures of individual persons (privilege as to one's own image) unless special permission to do so has been given.

15.4. Photographs and film recordings made within the frame of the training course shall be registered by the customer with the FSZN at least 3 working days before the start of the training course, stating the intended purpose, and are always subject to approval by the FSZN. For this purpose, the corresponding application form of the FSZN must be used, which is made available on request.

15.5. If the photographic and film material produced in the course of the training is produced and used for advertising, commercial and industrial purposes (e.g. product marketing), its use is subject to a fee and requires prior inspection and written approval by the FSZN.

15.6. The use of the airspace above the FSZN premises (e.g. by drones) during the training period requires prior agreement between the customer and the FSZN and shall only be permitted in compliance with administrative regulations and legal provisions.

15.7. In particular, it should be noted that the ascent of an unmanned aerial vehicle without/with a combustion engine of any total mass for the purpose of taking aerial photographs always requires the prior issue of an ascent permission in accordance with section 16 first subsection no. 7 of the German Air Traffic Regulations (*LuftVO*). Ascent permissions for a drone ascent are compulsory and shall be obtained from the Landesamt für Mobilität, Air Transport Section, at least 2 weeks before the planned ascent. The respective application forms are available on the Internet under:

<https://lbm.rlp.de/de/themen/luftverkehr/drohnen-uas-modellflug/>

15.8. The domestic authority is superior to any other agreements made by organisers on the FSZN event premises.

16. Final provisions

16.1. Place of payment is the registered office of the FSZN.

16.2. Should new General Terms and Conditions be introduced, all previously published shall become void.

16.3. German law shall apply excluding the provisions of the law on conflict of laws under international private law and excluding the provisions of the UN Sales Convention. If the customer is a natural person who concludes the legal transaction for purposes that can predominantly be attributed neither to his commercial nor his independent professional activity, this choice of law shall only apply insofar as the customer is not thereby deprived of the protection granted by mandatory provisions of the state in which he has his habitual residence.

16.4. If the customer does not have a general place of jurisdiction in Germany or in another EU member state, or if he is a merchant or a legal person under public law or if he has moved his permanent residence abroad after these General Terms and Conditions have come into effect or if his residence or usual place of abode is unknown at the time of bringing the action, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of the FSZN. In the case of mutual commercial transactions, the registered office of the FSZN is the sole place of jurisdiction.

16.5. Should individual provisions of these terms and conditions for driver training courses be void, this shall not affect the validity of the remaining provisions. The ineffective, impracticable or missing provision shall be replaced by an appropriate provision that the parties would reasonably have agreed upon if they had been aware of the ineffectiveness, unenforceability or incompleteness.

In all other respects the statutory provisions shall apply.

Date: August 1, 2018