

General business terms and conditions
RaceTimePro GmbH (company with limited liability)
(effective 17th July, 2014)

§1 Purview

The objects of agreement are the offered achievements. A contract over those service comes off with a verbally or written confirmation. The agreement shall be concluded in accordance with our offer. The customer recognises these terms for services and conditions with the placing of an order. Deviating agreements must be communicated in written form. The employees of RaceTimePro GmbH are not entitled to conclude any side agreements. In the absence of an order confirmation, the last legal offer is used.

§2 Definition of the service

RaceTimePro GmbH is responsible for the timing service, the data service the registration service and the television-graphic service at sport events. In special cases it is possible to hire time measuring stations and/or parts of the stations, without providing a service. The needed technology therefore (mobile systems and the operating staff) comes from RaceTimePro GmbH. The service range is defined in the offer or/and in the order confirmation.

§3 Duties of the Customer to Co-operate

The customer obligates to support RaceTimePro GmbH to fulfil the defined services and achievements. Moreover the customer obligates to provide the following achievements and tools for free:

1. Logistic tools if necessary (for instance: skidoos, lifting carts, platforms for scoreboards, parking area in close vicinity to the place of event)
2. Contact person for organisational and technical processes (volunteers at the construction and destruction, distribution from lists) in accordance with the agreement
3. suitable rooms are necessary to deliver the arranged service
4. Technical infrastructure and communication media (current supply including backup, analogue/ISDN phone line, backhaul to the Internet) in accordance with the agreement
5. Provision of needed board (hotel rooms, etc.) and lodging in accordance with the agreement
6. RaceTimePro GmbH fulfils the service online registration exclusively in the name of the organizer. The defaults regarding the entry fee are coming from the organizer. Furthermore the organizer has to check these before the registration page (Website) gets online.

If there are conditions for participation, which should be included in the registration system: the organizer must deliver these conditions for participation to the agent when the contract is concluded.

7. Hire of time measuring systems and/or score systems (without service)
The systems are tested (function and security in the usage) before they get delivered. Exclusively, the organizer is responsible for the construction, usage and handling. Moreover the leaser is responsible for damage at the rented objects.

§4 Cancellation of events

Customers who have signed a contract have to take note: If the event is cancelled due to one of the reasons listed (technical reason, organisational reason, due to the weather, or cases of force majeure, or any other reasons), the following regulations apply:

The customer is obligated to inform RaceTimePro GmbH immediately upon becoming aware that the event is cancelled.

As the case may be the organizer must inform RaceTimePro GmbH in the fore front. At the earliest possible date the customer let RaceTimePro GmbH know, if there is a specific, unexpected default risk that appears.

Must an event be cancelled or postponed RaceTimePro GmbH reserves the right to account the following tariffs:

- Cancellation of the race until 10 weeks before the competition date:
no costs
- Cancellation of the race until 10 days before the competition date:
20% of the overall costs for the competition
- Cancellation of the race until 5 days before the competition date:
30% of the overall costs for the competition
- Cancellation of the race until 3 days before the competition date:
50% of the overall costs for the competition
- Cancellation of the race during the competition:
100% of the overall costs for the competition
- Cancellation, respectively postponement of parts of the race:
100% of the overall costs for the competition
- Postponement of the race (other date):
The offer is invalid and has to be renegotiated.

§5 Force majeure clause: During the service fulfilment

RaceTimePro GmbH has to inform immediately the customer, if the service from RaceTimePro GmbH isn't possible or only possible in limited form, because of events of force majeure.

Cases of force majeure are, i.e. strikes, lockouts, official interventions, war, conditions similar to war and civil war, deficiencies in energies or raw materials, unintentional operational impediment due to storm (thunderbolt, fire, water, snow and ice), failing communication channels, failing IT systems, cable fire, machine damage, unforeseen accidents during the journey, personnel shortfalls, etc.

§6 Insurances

The organizer is obligated to provide the following insurances:

- Insurance against theft
- safety storage for the used technology
- Liability insurance for event organizers.

RaceTimePro GmbH reserves the right to demand the mentioned insurance certificates from the organizer.

§7 Guarantee and liability

RaceTimePro GmbH always fulfils the service with great care. All agreed parameter are performed by trained personnel only. RaceTimePro GmbH only accept liability for cases of intent and gross negligence.

These and all the other mentioned agreed limitations of liability apply as well for other people who work for RaceTimePro GmbH or on their behalf (in particular shareholders, employees, representatives, organs and their members).

RaceTimePro GmbH is not liable for any other damages as those caused by intent and gross negligence. On no account shall RaceTimePro GmbH be liable for damage to third parties. RaceTimePro GmbH shall not be liable for damages caused by inappropriate use of the product, or unauthorized handling with technical equipment. Moreover RaceTimePro GmbH does not assume any guarantee or liability for any failure to comply with our recommendations. If the customer doesn't fulfil the agreed demands, which causes a breakdown or defects (e.g. current, technical equipment next to the transponder loop, etc.) RaceTimePro GmbH isn't liable.

Inaccuracies in the service the customer must indicate immediately or within three days (after the service) at the latest. The maximum exposure is limited to the amount of the order price agreed and don't exceed 4.000 Euro.

§8 Intellectual property rights

The provided hard- and software from RaceTimePro GmbH are subject to law for license usage and copyright law. Providing the hard-& software for usage does not constitute a waiver of license utilization and copyright, unless otherwise agreed in writing.

RaceTimePro GmbH reserves all legal rights (competition law, other laws) which protect the software, own developed hardware, database and parts of them. Unless otherwise agreed in writing, this also applies to the rights to

- published texts and contents (which are the output from the service provided).
- the website design.
- logos, etc.

It is not allowed to copy, hand down, send or publish the data, which RaceTimePro GmbH produces, unless otherwise agreed in writing.

Moreover it is not allowed to use this data commercially in a business relationship with third parties.

Every use which was not implicitly implied by these terms of use requires the explicit written allowance of RaceTimePro GmbH.

§9 Conditions of payment

So long as nothing else is agreed upon, our invoices shall be payable in full immediately from the date of invoice. When circumstances are known which make the credit rating of the customer appear questionable, particularly if a cheque is not cashed or his payments cease, RaceTimePro GmbH shall be authorized to demand advance payments or securities. Even in the event of notification of defects or counterclaim, the customer will only be entitled to offset, withhold payment or reduce the price if the counterclaim has been established with legal effect or which are undisputed.

The agreed payment terms from the proposal are valid. In addition, the General Terms and Conditions of RaceTimePro GmbH are always valid, unless specifically agreed otherwise in writing.

§10 Disclaimer of liability

- incomplete or faulty data at the registration
- time measuring points at inappropriate locations (electrically conductive surfaces, electromagnetic interferences, radio field, triax, or telecom cable)
- insufficient or defective barriers for the finish time construction or the interval time construction

RaceTimePro GmbH shall not be liable for any damages which are caused by inappropriate or failing constructions. Therefore the customer is responsible. A reserval of the burden of proof (RaceTimePro GmbH must prove the damage) shall not apply.

§11 Data protection and data security and confidentiality obligation

RaceTimePro GmbH takes care to the provisions of the data protection act and protection of data secrets, duty to keep confidential and data security measures (§§6, 15 and 15 of the Austrian Federal Act concerning the Protection of personal data).

Between the client and RaceTimePro GmbH is generally agreed a confidentiality obligation about the general conditions of contract and about the price.

Collected addresses will not be transferred to third parties.

§12 Applicable law, legal domicile, severability

The law of the Republic of Austria applies for all these mentioned business conditions and all legal relationships between RaceTimePro GmbH and the client .Modifications to contractual agreements always must be in writing. This condition may only be amended in writing.

The place of jurisdiction, unless the law stipulates otherwise, is Krems (unless otherwise agreed in writing).

Krems shall be the place of jurisdiction for all disputes arising from this contract – directly or indirectly. Also the place of performance is Krems.