

General Terms and Conditions of Team Dannhoff GmbH

1. scope of application

(1) These General Terms and Conditions ("GTC") apply to all contracts for the services described in the following provisions, which are concluded between Team Dannhoff GmbH, Carl-Severing-Str. 251, 33649 Bielefeld, Germany, and our customers via the website www.shop.team-dannhoff.de.

(2) Terms and Conditions of the customer that differ or deviate from these General Terms and Conditions shall not apply except and unless we have expressly agreed in writing to their validity. We do not recognize deviating terms and conditions of the customer even if we execute customer orders without reservation in knowledge of contrary or deviating Terms and Conditions from our General Terms and Conditions.

2. Description of services

(1) The contractual content and relevant services are specified in the description of the services in the offer for the detailed duration as well as in the order confirmation/invoice.

(2) Team Dannhoff GmbH is not providing any motor sports equipment and, in particular, is not offering any technical services or technical acceptance.

(3) Further details are regulated by the applicable conditions of participation, which can be viewed at https://shop.team-dannhoff.de/wp-content/uploads/2021/01/Teilnahmebedingungen_TD.pdf and which are to be separately confirmed by the customer before conclusion of the contract.

3. Right of withdrawal of Team Dannhoff GmbH and regulations regarding COVID-19

(1) In the event of force majeure, non-achievement of the minimum number of participants advertised and stated in the booking confirmation or rejection by the race track operator, Team Dannhoff GmbH reserves the right to withdraw the contract in force. In this case, the paid entry fee is to be refunded to the customer after deduction of a processing fee of € 25 per event day.

(2) In the case that the event booked by the customer cannot be held due to official prohibition related to the COVID 19 pandemic, the respective legal situation in the respective EU country shall apply. In this respect, the customer who has paid the entry fee in full will be either offered a voucher or a full refund, if the respective legal situation provides for this. No further claims can be made towards Team Dannhoff GmbH, except in the case of intent or gross negligence on the part of Team Dannhoff GmbH.

(3) If the event can only take place under specific COVID-19 pandemic security measures, such as the validity of a "2G", the customer is aware that he/she must either be fully vaccinated or be considered as recovered in order to participate in the event. The client accepts this restriction before submitting an offer to contract. A person is considered to be fully vaccinated if the person has not yet been proven to have suffered a COVID-19 infection and has received all required vaccinations. In this context, the last individual vaccination must have taken place at least 14 days ago. The proof of vaccination can be given on paper or in electronic form. For Comirnaty® from BioNTech/Pfizer, Spikevax® (Vaccine Moderna) from Moderna and Vaxzevria® from AstraZeneca, two vaccinations are currently required. In the case of Janssen® from Johnson & Johnson, one vaccination is currently sufficient. People who have

been infected with COVID-19 and have received one vaccination are also considered to be fully vaccinated. In addition to the vaccination documentation, they must be able to prove that they have recovered from an infection with the SARS-CoV-2 coronavirus.

People are considered to have recovered if they can prove that they have tested positive for SARS-CoV-2 coronavirus by PCR test. The test must have been performed within the past 28 days up to 6 months.

(4) In the event that a contractual obligation does not exist due to the restrictions mentioned in item 3 (3) of these General Terms and Conditions, even if only for a certain period of time, this circumstance is neither within the contractual scope of obligations nor within the area of risk of Team Dannhoff GmbH, so that in this case a claim of the customer for reimbursement or reduction of the entry fee does not apply.

(5) Team Dannhoff GmbH does not accept any responsibility for loss of driving time due to corresponding incidents, aggravating circumstances, damage to the vehicle or bad weather conditions. In such cases, the customer is not entitled to a refund or reduction of the entry fee.

4. offer and conclusion of contract

(1) The presentation and advertising of events through our online shop do not constitute a binding offer to conclude a purchase contract. The customer must register (please provide emergency contact details) and log in in order to book an event. By clicking the "Auswahl Buchen" button, the customer chooses a specific date of an event for booking. Using the "Buchen" button, the customer submits a binding request to purchase the event in the shopping basket. Thereby, the customer also expressly confirms that he/she is obliged to make a payment.

(2) After the customer's request has been submitted, Team Dannhoff GmbH sends the customer a confirmation of receipt by e-mail, in which the customer's order and also these General Terms and Conditions are repeated and which the customer can print out.

(3) A confirmation of receipt of the order sent by Team Dannhoff GmbH by e-mail on the basis of the customer's order does not yet represent acceptance of the contract offer, i.e. does not yet represent conclusion of the contract in the legal sense. The contract is valid only after the invoice has been sent to the customer by e-mail.

5. terms of payment

(1) The customer shall pay the invoice amount (the entry fee) to Team Dannhoff GmbH within 14 days of the invoice being issued, but no later than 8 weeks before the event date. Discount deduction is not permitted.

(2) If payment is not received within this period, Team Dannhoff GmbH reserves the right to dispose of the participant's place to another party without further notice to the previous customer. The customer is responsible for the timely and correct payment. The receipt of payment by Team Dannhoff GmbH is decisive for compliance with the payment deadline. Cash payments on site will not be accepted.

(3) In the event of delayed payment, the customer, if he is a consumer, is obliged to pay interest on delayed payment at a rate of 5 percentage points above the base interest rate (§ 247 BGB) at Team Dannhoff GmbH. In case that the customer is a business person upon booking, the interest on delay amounts to 9 percentage points above the base interest rate. If the customer

is in delay of payment, a fixed fee of five euros will be charged for each reminder. In this case, the customer is allowed to prove that costs have not been incurred or have not been incurred in this amount.

(4) The customer shall have no right to offset payments unless the customer's claim against Team Dannhoff GmbH is undisputed or has been legally established by a court of law.

6. Rights of revocation / withdrawal of the customer

(1) Due to the legal regulation in § 312 g paragraph 2 no. 9 BGB (German Civil Code), there is no right of withdrawal for online bookings of events with a fixed date.

(2) The customer has the right to withdraw from events if the date is changed to a different date or if the organiser or Team Dannhoff GmbH has cancelled the event. In the event of a cancellation or changed event dates, the customer will be informed by Team Dannhoff GmbH by e-mail immediately after gaining knowledge.

(3) In the event of a justified withdrawal by the customer, Team Dannhoff GmbH will refund any services or partial services provided by the customer up to 14 days after the relevant event date without charging cancellation fees.

7. substitute drivers

(1) Team Dannhoff GmbH grants the customer the right to nominate a substitute driver for the event by e-mail no later than 10 days before the event date. In this case, Team Dannhoff GmbH will check in each individual case whether the substitute driver is accepted. In case of acceptance, a processing fee of 50,- € will be charged.

(2) A resale of the participation permission for the booked event is only permitted with the prior acceptance of Team Dannhoff GmbH in text form. In case of violation, the participation permission loses its validity and the customer will be excluded from the event. In this case, the customer is not entitled to any refund.

(3) The nomination of a substitute driver shall only be valid if the processing fee of € 50 and any outstanding entry fees have been paid within 2 working days of the nomination of the substitute driver. If this payment is not made within the time limit mentioned above, the substitute driver will not be considered as accepted.

8. obligations of the participant during the event

(1) The customer is obliged to follow the instructions of Team Dannhoff GmbH as well as the instructions of the race track operator and the persons authorised by them. Furthermore, the customer is obliged to participate in the drivers' briefings. Please note that this is for the customer's own safety and to ensure that the event proceeds without a hitch. The non-participation in the drivers' briefings may result in the exclusion from the event without any claim for refund or reduction of the entry fee. Team Dannhoff GmbH is not responsible for the condition of the race track and the associated facilities

(2) The General Regulations and Household Rules of the respective event location have to be respected. These will be sent to the customer with the binding booking confirmation and are also deposited on the website of Team Dannhoff GmbH. During the entire event, the customer is obliged to behave in a way that does not endanger him/herself or other participants.

(3) Consumption of alcohol or other intoxicating substances is strictly prohibited during the event. Alcohol testing will be carried out on a random basis by the track staff. Drunken drivers or drivers under the influence of drugs will be excluded from the event. In this case, the customer has no right to claim a refund of the entry fee paid.

(4) The customer is obliged to wear the protective clothing prescribed on race tracks (undamaged full-face helmet, one-piece or two-piece leather suit, leather boots and leather gloves). In addition, the customer is obliged to wear a back protector if this is not a part of the suit worn. In the event that the customer wears clothing that is not suitable or approved for use on the race track, Team Dannhoff GmbH reserves the right to exclude participants from the event without entitlement to a refund or reduction of the entry fee. Regarding further regulations for clothing and conduct on a race track, it is obligatory to follow the instructions at <https://shop.team-dannhoff.de/wissenswertes/>.

(5) Before participating, it is absolutely recommended to check the conditions of one's own accident and liability insurance, as rides on a race track are usually not covered by the scope of insurance.

9. transponder

(1) On some race tracks a transponder is compulsory, but only for sound measurement (no time measurement). In this respect, the booked event is not a training to achieve maximum speeds.

(2) However, comparative rides are offered on some dates. Transponders can be optionally booked for this purpose. In this case, we expressly point out that private accident insurance could be excluded from its liability in the event of an accident due to participation in an event with comparison rides. In this case, the customer waives any right of recourse against Team Dannhoff GmbH and is obliged, in the event that he/she wishes to cover an accident event, to make his/her own efforts to obtain sufficient, covering insurance before the event begins.

(3) In the case that the customer books such an event with a transponder, he/she will be provided with a transponder at the location. The transponder will be given to the customer upon payment of a deposit. In the event that the transponder is damaged or lost during use, the customer will be invoiced for the costs incurred (in the event of loss currently approx. 600€ gross). If a customer fails to return the transponder undamaged at the end of the event, the customer will be charged a daily fee of € 5 until the transponder has been returned properly and in perfect condition.

10 Liability

(1) The customer is participating at his own risk. He is liable for any damage caused by him or his vehicle, unless otherwise agreed in these General Terms and Conditions. Team Dannhoff GmbH shall not assume any liability for the condition of the circuit and its facilities.

(2) The customer agrees to waive any claims for damages against Team Dannhoff GmbH, the race track operator, the track marshals, the medical staff, sponsors or any other representatives or assistants.

(3) However, Team Dannhoff GmbH is liable for damages to life, body and health according to the legal conditions, which are based on a negligent or deliberate breach of duty by Team Dannhoff GmbH or its legal representatives and vicarious agents. Team Dannhoff GmbH is

only liable for other damages if they are based on an deliberate or grossly negligent breach of duty - irrespective of the legal grounds - or on fraudulent intent.

(4) In deviation from this, Team Dannhoff GmbH is also liable for damages caused by simple negligence, insofar as this negligence concerns the breach of essential contractual obligations (cardinal obligations), but limited to the amount of the objectively foreseeable damage. This exclusion of liability shall not apply in situations arising from negligent or grossly negligent conduct resulting in injury to life and limb.

(5) The customer is obliged to ensure sufficient insurance cover for his vehicle before participating to the event. The race track vehicle used by the customer must be in good technical condition. The customer is responsible for this. Team Dannhoff GmbH does not carry out any technical acceptance tests.

11. picture rights

(1) By participating in an event organised by Team Dannhoff GmbH, the customer and any accompanying persons declare their agreement in accordance with § 22 of the German Copyright Act that any photographic material taken during the event may be published by Team Dannhoff GmbH for commercial use within the scope of its internet presence <https://www.team-dannhoff.de>, its social media presence and for flyers, posters and magazines, etc.

(2) The circuits may be video-monitored by the operator. As a matter of principle, these recordings will only be released within the scope of legal obligations (e.g. to law enforcement agencies).

(3) Commercial use of photographic material by a customer, which has been taken at the event, is not permitted without the express written consent of Team Dannhoff GmbH.

12 Data protection

(1) Team Dannhoff GmbH collects data of the customer for the purpose of processing contracts. The regulations of the Federal Data Protection Act and the Teleservices Data Protection Act will be observed. Without the customer's authorisation, Team Dannhoff GmbH will only collect, process or use the customer's personal and usage data to the extent that this is necessary for the processing of the contractual relationship and for the utilisation and invoicing of teleservices.

(2) Team Dannhoff GmbH hereby assures that customer data will not be passed on to third parties unless Team Dannhoff GmbH is legally obliged by law or expressly authorised by the customer in this regard.

(3) On request, the customer has the right to receive information free of charge at any time about the personal data processed by Team Dannhoff GmbH that relates to him, within the scope of Art. 15 DSGVO.

(4) The customer has the right to demand that Team Dannhoff GmbH immediately and free of charge correct the personal data concerning him if it is incorrect (Art. 16 DSGVO).

(5) The customer also has the right to demand the immediate and free deletion ("right to be forgotten") of the personal data relating to him/her if the legal grounds in accordance with Article 17 of the GDPR exist. This is for example the case if the data is no longer necessary for the original purpose for which it was requested and the customer has declared the

revocation of his consent and if there is no other legal basis and no primary reasons (e.g. legal obligations) for the processing of his data.

(6) The customer has the right to demand the restriction of processing free of charge in accordance with Art. 18 DSGVO. The restriction of processing may be particularly required if the processing is in breach of the law and the data subject refuses the erasure of the personal data and instead requests the restriction of the use of the personal data. Furthermore, the restriction of processing may be required in the event that the data subject opposes the processing pursuant to Art. 21 (1) DSGVO and it has not yet been confirmed whether the legitimate grounds of Team Dannhoff GmbH for the processing override the grounds of the customer.

(7) The customer also has the right to data transfer in accordance with Art. 20 DSGVO. This concerns the right to receive the data related to him and available to Team Dannhoff in a common, structured and machine-readable format and to transfer this data to another responsible party, such as another service provider. This requires that the processing is based on an approval or on a contract and is effected by automated procedures.

(8) Right of objection

You have the right, particularly on grounds relating to your specific situation, to object at any time to the processing of personal data relating to you which is effected, inter alia, on the basis of Article 6(1)(e) or (f) DSGVO, in accordance with Article 21 DSGVO. If you have exercised your right to object, we will stop processing your personal data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or in the event that the processing serves the assertion, exercise or defence of legal claims. To exercise your right to object, please contact us by e-mail via info@team-Dannhoff.de.

(9) The customer has the right to complain to the data protection supervisory authorities responsible for Team Dannhoff GmbH if the customer considers that the processing of personal data relating to him by Team Dannhoff GmbH is not permitted. The contact details of the competent supervisory authorities are as follows:

State Commissioner for Data Protection and Freedom of Information of North Rhine-Westphalia.

Kavalleriestr. 2-4

40213 Düsseldorf

Tel.: +49 (0) 211 / 38 424-0

Fax: +49 (0) 211 / 38 424-10

Email: poststelle@ldi.nrw.de

13. Applicable law and place of jurisdiction

(1) The law of the Federal Republic of Germany shall apply under the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you have placed the order as a consumer and your ordinary residence at the time of your order is in another country, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law provided in sentence 1.

(2) The place of jurisdiction for all disputes arising from the contractual relationship between the customer and Team Dannhoff GmbH is Bielefeld. Team Dannhoff GmbH is also authorised to call upon another court with jurisdiction according to the ZPO (German Code of Civil Procedure).

(3) These General Terms and Conditions shall remain effective in their remaining parts even if single provisions are legally ineffective.