

General the term & conditions GPF1Tickets

Translated from Dutch terms and conditions that are binding

Article 1 - Definitions

1. **GPF1Tickets:** GPF1Tickets, acting under Chamber of Commerce no17117421, located at the Smalstraat 4a PO Box 5341 TX in Oss.
2. **Customer:** The person who orders the ticket at GPF1Tickets.
3. **Visitor:** The person who makes use of the ticket.
4. **Ticket agreement/Ticket:** the ticket agreement for an event (like Formula1 or MotoGP).
5. **Admission Ticket:** The digital or paper records on which the owner is entitled to access the ordered event.
6. **In Writing:** in writing on paper or by electronic means, including by e-mail.
7. **Conditions:** these general conditions.
8. **Business days:** Monday to Friday, with the exception of public holidays recognized in the Dutch regulations, within working hours (9 am-5 pm CET, Amsterdam).

Article 2 - Applicability of the conditions

2.1 **Applicability**

These conditions will be applied to the agreement between GPF1Tickets and the Customer.

2.2 **Different and additional conditions**

Deviating and additional conditions must be agreed in writing. Deviating provisions in the individual agreement take precedence over these Conditions. Purchase conditions are explicitly rejected.

2.3 **Conditions for executive service providers**

At every (car / motorbike) sports event, the executive service providers (such as the organizer of the event and location manager) have local regulations to which the Customer and visitor are bound.

Article 3 - Establishment of the agreement

3.1 **Content offer**

The offer will include the services and amenities provided in the quotes and publications of the GPF1Tickets, which are explicitly described. The content of the offer is exclusively determined on the basis of the information provided by or on behalf of GPF1Tickets provided information.

3.2 **Non-binding offer**

All quotations and offers by GPF1Tickets are without obligation. After acceptance, the offer can in all cases be withdrawn by GPF1Tickets until 5 p.m. of the next day of work without giving reasons. This also applies when the Customer has received an automatic confirmation of receipt of the booking.

3.3 **Establishment of the agreement**

The agreement between GPF1Tickets and the Customer is established when the Customer has accepted the offer of GPF1Tickets. The agreement is concluded subject to availability of the service.

3.4 **Apparent errors**

Clear terrible mistakes in the offer do not bound GPF1Tickets. This concerns the offer of a price, the content of the service offered or other information of which the Customer, considering all circumstances, it could not reasonably be assumed that GPF1Tickets intended to state this. When there is cause for doubt as to the correctness of the price or information, the Customer has to make inquiries.

3.5 Preferences

If the Customer has preferences before or when entering into the agreement, these rights can only be derived from it as by GPF1Tickets has confirmed this in writing, that preferences can be met. The single mention as preference in the booking confirmation is NOT sufficient for this.

3.6 Demands

If the Customer notifies GPF1Tickets with a 'requirement' concerning medical conditions or because of other compelling interests this must be done latest when entering into an agreement. Only then this requirement applies as a suspensive condition for the conclusion of the agreement. GPF1Tickets must reject or confirm the 'requirement' within a reasonable period of time and ensure that it is met. A period of 7 days is in any case seen as reasonable. If GPF1Tickets rejects the requirement, no agreement will be reached. If GPF1Tickets confirms the 'requirement', the agreement is concluded by sending written confirmation. If additional costs are associated with the requirements and these are known, GPF1Tickets will make a new offer to the Customer.

3.7 Confirmation of receipt of the booking

If acceptance by the Customer takes place electronically, GPF1Tickets will confirm the receipt of the acceptance sent by the Customer.

3.8 Confirmation of the booking

GPF1Tickets will send a booking-confirmation after booking whether or not together with a (deposit) invoice.

3.9 Withdrawal by Customer

A booking is final. The Customer is not entitled to revoke the agreement.

3.10 Minors

The Customer who enters into a Ticket Agreement must be of legal age.

3.11 Bookings for others & communication

The Customer who on behalf of or on behalf of one or more persons that enter into an agreement with GPF1Tickets is jointly and severally liable for all obligations arising there from. Those other people are each responsible for their own part. The confirmation, the invoice, the Admission Tickets and all other communication is going to be sent only to the Customer. The Customer who books on behalf of or for the benefit of other persons, is obligatory to provide these Terms and other relevant communications to all other persons.

Article 4 - Prices, payment and cancellation

4.1 Prices

Prices quoted are per person, unless explicitly stated otherwise.

4.2 Payment

The full price of the Ticket are payable immediately.

4.3 Late payment

In case of late payment, the Customer is immediately in default and the statutory interest on it outstanding amount due. In case of late payment, GPF1Tickets will send the customer a reminder (payment reminder). The Customer must still pay the outstanding amount within fourteen days after the day of receipt of the reminder. GPF1Tickets can suspend its services until the moment of payment. In case of late payment of the reminder, all agreements by GPF1Tickets can be canceled unless the terms and conditions of the concerned Ticket provider prescribe otherwise. GPF1Tickets has the right to charge its costs and damage to be charged or set off against the down payment. The Customer is also 15% extra judicial collection costs payable in accordance with the BIK scale. Under no circumstances is the Customer entitled to receive the Tickets before payment is received in full by GPF1Tickets.

4.4 Cancellation

The Ticket agreement cannot be canceled, at least a 100% cancellation fee will be charged as the tickets cannot be canceled with the service provider.

4.5 The Admission Ticket

The Admission Ticket for the Customer will be sent by registered mail approximately 2 weeks before the start of the event. GPF1Tickets is not responsible for loss of these Admission Tickets by third parties during transmission of the Tickets. From the moment of transfer, the

Visitor himself is responsible for the Admission Ticket. In the event of loss, the issue of a new Admission Ticket is not possible.

Article 5 - Complaints and Liability

5.1 **Role GPF1Tickets**

GPF1Tickets acts as a reseller and is not responsible for the proper execution of the service nor for the acts or omissions of the executive service provider, unless GPF1Tickets acted culpably.

5.2 **Duty to complain and forfeiture of rights**

The Customer must report his complaint immediately after discovering a shortcoming on the part of GPF1Tickets. Claims of the Customer, including any Customer's claim for compensation for damage expires after one year.

5.3 **Limitation of Liability**

To the extent that GPF1Tickets attributable failure in the performance of the agreement with the Customer and the Customer suffers damage as a result, the liability of GPF1Tickets is limited to a maximum of once the invoice value of the services of GPF1Tickets. In the event of damage to persons through injury or death attributable to GPF1Tickets, the liability is in any case limited to that on the basis of GPF1Tickets's liability insurance, plus GPF1Tickets's 'deductible'. These limitations do not apply to damage resulting from intentional acts or willful recklessness on the part of GPF1Tickets.

Article 6 - Other provisions

6.1 **Compliance with house rules and appropriate behavior**

In case of violation of the house rules, inappropriate or illegal behavior, the Customer and / or visitor are denied service and removed from the premises. In that case there is no right to a refund.

6.2 **Rights of third parties**

Subordinates, assistants and others in the implementation of the agreement third parties involved, may oppose the Customer and Visitor invoke the provisions of the agreement (including liability exclusions).

6.3 **Substitute provisions**

If mandatory law stands in the way of the validity of a provision in these Terms or if a provision is terminated, the provision is deemed to be converted to a valid one. The determination of the new provision approaches as close as possible to the original in content and scope intention.

6.4 **Visitors**

The provisions of these Conditions also apply to any person who uses the Admission Ticket purchased from GPF1Tickets.

6.5 **Applicable law**

On the offer and the agreement exclusively Dutch law applies, unless this is contrary to mandatory law. Without prejudice to this choice of law, a consumer will get the protection that compelling law of the country of his residence offers him in the event that GPF1Tickets directs the commercial activities (including advertising) regarding the agreed service to the consumer's country of residence, unless the services are not wholly or partly performed in that country.

6.6 **Competent judge**

The Dutch court has exclusive jurisdiction, unless this is contrary to mandatory law.

6.7 **VZR Garant guarantee**

In order to provide a guarantee, GPF1Ticket makes use of the guarantee scheme provided by VZR Garant (www.vzr-garant.nl/en). You can check that this is the case by visiting VZR Garant's website and verifying that the organisation is listed as a participant. VZR Garant's guarantee applies within the limits of its Guarantee Scheme (which can be found on VZR Garant's website). The Guarantee Scheme specifies the exact (travel) offering to which VZR Garant's guarantee applies and what the guarantee entails. If services are not provided due to the financial insolvency of GPF1Ticket, you can contact VZR Garant, which has its offices at



Torenallee 20, 5617 BC Eindhoven, Netherlands, by sending an email to info@vzr-garant.nl or calling +31 (0)85 13 07 630.