

1. Booking and payment

By signing up for the tour, the client offers to ProMoto to bindingly conclude a travel contract. The contract shall enter into force upon the written travel confirmation of ProMoto. Upon booking a down payment of EUR 100.00 for short distance tours, however, a maximum of 20 % of the travel price, for tours of 9 days and more, shall be made. The outstanding payment of the tour price shall be made without any additional request 6 weeks before the start of the tour upon delivery of the tour documents. In case of procured journeys, the payment conditions of the respective operator or, respectively, service provider shall apply. ProMoto reserves the right to withdraw from providing the service in case of default of payment of the customer.

2. Change of traveler

The person of the traveler may only be changed if the substitute person complies with all conditions for the participation and the change can be made in two forms.

2.1 Assignment of the claim to travel service

The obligations of the booker arising out of the travel contract shall continue to apply if he assigns all or individual claims resulting from this contract to a third party. In this case, the booker shall bear the additional costs resulting therefrom; he shall in any case pay at least EUR 70.00.

2.2 Transfer of the travel event

If the customer is prevented from starting to go on a journey, he shall be permitted to transfer the contractual relationship to another person. ProMoto shall be notified of the transfer either directly or via an agent within a reasonable time limit of at least 14 days before the departure date. The person transferring and the substitute person shall jointly be responsible for the remuneration still outstanding as well as, if applicable, for the additional costs incurred by the transfer, in any case to pay at least EUR 70.00.

3. Legal bases in case of default in performance

3.1 Warranty

In case of a service not provided or provided defectively, the customer shall have a claim to warranty. The customer agrees that ProMoto instead of fulfilling his claim to conversion or price reduction provides another service free of defects or improves the defective service within a reasonable time limit. The defect can be rectified by remedying the defect or by providing an equivalent replacement service or a replacement service of higher value that is subject to the customer's express consent.

3.2 Compensation for damages

If ProMoto or one of its assistants culpably violates the obligations of ProMoto arising out of the contractual relationship, ProMoto shall be obliged vis-à-vis the customer to compensate the damage resulting therefrom. Insofar as ProMoto is responsible for persons other than its employees, ProMoto shall – apart from cases of a personal damage – only be liable if it does not prove that it is neither culpable for intent nor for gross negligence. Except for intent and gross negligence, ProMoto shall not be liable for any objects that are normally not brought along to a motorcycle or, respectively, a bicycle tour, unless ProMoto has kept them in safe custody in knowledge of the circumstances. It is thus recommended to the customer not to bring along objects of a special value. Furthermore, it is recommended to duly hold the objects brought along in custody.

3.3 Notice of defects

The customer shall notify the representative of ProMoto on the spot without delay of any defect regarding the performance of the contract which he gains knowledge of during the journey. If the customer does not comply with this obligation, this can be considered as contributory negligence and insofar reduce his possible claims for damages.

3.4 Assertion of possible claims

In order to facilitate the assertion of claims, the customer is advised to obtain written confirmations attesting that services were not provided or provided defectively and, respectively, to gather proof, evidence, witnesses. In the interest of the traveller, it is recommendable to assert claims without delay after having returned from the journey directly vis-à-vis ProMoto or via the procuring travel agency since it can be expected that the more time passes by the more difficulties of gathering evidence will arise.

4. Withdrawal from the contract

4.1 Withdrawal from the contract by the customer before the start of the journey

4.1.1 Withdrawal from the contract without cancellation charge

Apart from withdrawal rights stipulated by law, the customer may withdraw from the contract in case of a considerable increase of the travel price by more than 10 % according to section 5.1. of the contract without substantiating a claim for ProMoto against him.

4.1.2 Claim to replacement service

Provided that the customer did not exercise the right of withdrawal according to 4.1.1 and provided that ProMoto cancelled the journey without any fault of the customer, he may instead of reversing the

contract demand its fulfilment by participating in an equivalent other travel event if ProMoto is able to provide this service.

4.1.3 Withdrawal from the contract with cancellation charge

The amount of the cancellation charge shall be based on the time the withdrawal is declared. The travel price shall be the total price of the service agreed upon in the contract. The customer shall in any other cases not mentioned in 4.1.1 be entitled to withdraw from the contract by paying a cancellation charge and sending a written notice to ProMoto. The following cancellation rates shall apply per person:

- until 60 days before the start of the journey EUR 200.00;
- from 59 to 42 days before the start of the journey EUR 350.00;
- from 41 until 31 days before the start of the journey 30 % of the travel price;
- from 30 days before the start of the journey onwards 100 % of the travel price.

It is recommended taking out a travel cancellation insurance. A one-time rebooking at the latest 60 days before the start of the tour shall be possible free of charge. After having realized a rebooking, the cancellation charge amounts to at least EUR 350.00 per person.

4.1.4 No-show

It shall be considered no-show if the customer fails to appear on the departure date because he is not willing to travel or if he misses the departure because of negligence imputable to him or because of a coincidence that occurred to him. If it is moreover ascertained that the customer can no longer or no longer wants to make use of the remaining travel service, he shall pay 100 percent of the travel price.

4.2 Withdrawal from the contract by ProMoto before the start of the journey

4.2.1 ProMoto shall be released from its obligation to fulfil the contract if a certain minimum number of participants specified in the description a priori is not achieved and if the customer was informed on the cancellation within the time limits indicated in the description of the travel event or within the following time limits:

- until 30 days before the start of the journey in case of journeys of more than 6 days;
- until 20 days before the start of the journey in case of journeys of up to 6 days.
- until 48 hours before the start of the journey in case of one day journeys.

4.2.2 The cancellation is caused by force majeure, that is to say due to unusual and unforeseeable events which cannot be influenced by the person claiming force majeure and the consequences of which could not have been avoided despite exercising due care. However, this shall not include overbooking; nonetheless, governmental orders, strikes, war or war-like conditions, epidemics, natural disasters, etc. shall be considered force majeure.

4.2.3 In cases 4.2.1 and 4.2.2, the customer shall be reimbursed the amount already paid. He shall be entitled to choose the option according to 4.1.2.

4.3 Withdrawal from the contract by ProMoto after the start of the journey

ProMoto shall only be released from its obligation to fulfil the contract if the customer despite of a warning within the framework of a group trip durably impairs the performance of the journey by grossly improper conduct. ProMoto shall also be released from its obligation to fulfil the contract if the ability to drive of the customer does not suffice. In this case, the customer – provided that the fault lies with him – shall be obliged to compensate the damage to ProMoto.

5. Amendments of the contract

5.1 Price changes

ProMoto reserves the right to increase the travel price confirmed in the booking for reasons which do not depend on its will provided that the travel date is more than two months after the conclusion of the contract. Such reasons shall exclusively be deemed the change of transport costs such as fuel costs, of fees for certain services such as docking, embarkation or disembarkation fees in harbours and of corresponding fees at airports or of the exchange rates applicable to the travel event concerned. From 20 days before the departure date onwards, no price change shall take place. In case of changes of the travel price by more than 10 percent, the customer may in any case withdraw from the contract without having to pay a cancellation charge (see section 4.1.1).

5.2 Performance changes after the start of the journey

In case of changes for which ProMoto is not responsible, the regulations as described in section 3. (legal bases in case of default in performance) shall apply. If it turns out after having departed that a considerable part of the contractually agreed services will not or cannot be performed, ProMoto shall without any additional remuneration take reasonable precautions in order to continue carrying out the travel event. If such precautions cannot be taken or if the customer does not accept them for good reasons, ProMoto shall without any additional remuneration, if applicable, offer an equivalent possibility to transport the customer to the place of departure or to another place agreed with him. Apart from that, ProMoto undertakes to make every effort to assist the customer to overcome difficulties if the contract is not fulfilled or if it is fulfilled defectively.

6. Provision of information to third parties

Information about the names of the travelers and of the whereabouts of travelers must also not be disclosed to third persons in urgent cases, unless the traveler has expressly requested to have information disclosed. The costs caused by the transmission of urgent messages shall be borne by the customer. The travelers are hence advised to inform their relatives about the exact holiday address.

7. Provisions relating to passports, visas, foreign currencies, customs duties and sanitary police

It is presumed to be known that generally a valid passport is required to travel abroad. ProMoto shall inform the customer on the respective additional foreign entry provisions relating to passports, visas and sanitary police as well as upon request on provisions relating to foreign currencies and customs duties insofar as they can be accessed in Austria. Apart from that, the customer himself shall be responsible for observing these provisions. As far as possible, ProMoto shall against remuneration take care of obtaining any necessary visa. Upon request, ProMoto shall as far as possible provide information on particular provisions for foreigners, stateless persons as well as holders of dual citizenships. Any disadvantages arising out of the non-fulfilment of the aforementioned provisions shall be for the account of the tour member.

8. Vehicle rental

8.1 Motorcycle rental

The motorcycle rental of the respective booked category shall form the subject-matter of the service provided by ProMoto. The state of the vehicles conforms to the respective country-specific circumstances. The customer shall in any case not have a claim to be provided with a new vehicle or a vehicle with full equipment. In order to take possession of the rental vehicle, the customer shall dispose of a valid driving license for the rental vehicle. This proof shall be provided at the start of the tour. If this obligation is not complied with, ProMoto reserves the right not to provide the rental vehicle and to exclude the tour member from participating in the tour. In this case, Pro Rides shall not be obliged to reimburse paid services of any kind whatsoever and shall not be liable for additional costs which are incurred by the customer due to this circumstance. The equipment of the booked vehicles varies from tour to tour and from rental station to rental station. No conclusions may be drawn from the images of vehicles used in the sales documents of ProMoto as regards the equipment of the vehicles. More detailed information concerning the rental vehicles and their equipment is available upon request directed to ProMoto. ProMoto shall endeavor to provide the tour member with the requested vehicle model, however, it reserves the right to replace it with a comparable vehicle model in case of an unforeseeable situation such as a technical defect, an accident, a theft or a similar incident. If ProMoto is unable to provide a comparable vehicle model, ProMoto shall reimburse to the tour member the difference between the daily rate of the vehicle and the booked vehicle model. Any other liability on the part of ProMoto shall hence be excluded. When renting a vehicle, the customer shall additionally be obliged to pay a security deposit of EUR 1500 when taking possession of the vehicle. The amount of the

security deposit conforms to the respective excess of the vehicle insurance which the customer undertakes to pay in case of an insured event. This security deposit shall be reimbursed when the vehicle is returned undamaged. Some rental stations on site demand an additional rental contract which is concluded on site at the respective rental station. We will forward such a rental contract upon request before the tour is booked. The rental period is not interrupted if the vehicle cannot be used, to whomsoever the fault is attributable, or if the renter is not fit to drive. ProMoto shall not be obliged to replace a damaged vehicle during a tour. In case of a technical defect of the rental vehicle, the customer undertakes to inform the local contact person of ProMoto without delay.

8.2 The rental motorcycle may only be driven by the lessee, that is to say by the person specified on the confirmation of rent. The rental motorcycle must not be placed at the disposal of third parties.

8.3 The lessee shall strictly be forbidden to pledge or sell the motorcycle or to otherwise dispose of the motorcycle or its parts, equipment, accessories and documents which could infringe the lessor's property right or any other right he is entitled to regarding the motorcycle.

8.4 The rental fee includes vehicle taxes, liability insurance, not, however, the fuel. In case of a kilometer limit: exclusively the speedometer shall be decisive for calculating the kilometers covered. If the speedometer fails to work or if a seal is damaged, the ProMoto shall immediately be notified. In case he is not or not immediately notified, the lessor shall be entitled to invoice a driving distance of 500 km per rental day. The same shall apply if the lessee intentionally damages the speedometer or the seal. This shall not affect the option of the lessee to proof a lower kilometrage.

8.5 Upon leasing, a down payment conforming to the expected rent shall be made. The remaining rent shall be due and payable when returning the vehicle.

8.6 ProMoto shall deliver the motorcycle in a good general and operating state completely with all required documents, parts and accessories.

8.7 The motorcycle shall personally be returned to the lessor or its contact person in situ (tour guide) at the agreed time and in the same state the motorcycle was rented together with the same documents and the same accessories, namely at the place and date and time defined in the lease agreement or otherwise in any case during the normal business hours. If the motorcycle is returned outside the agreed times or, respectively, outside the normal business hours, the customer shall remain fully responsible for loss, theft or damage of the motorcycle until the rental station opens. Before returning the motorcycle, the customer is obliged to fill up the fuel tank. If the motorcycle is very dirty, the ProMoto shall have the right to charge to the lessee the costs for cleaning the vehicle.

8.8 The lessee shall handle the motorcycle with due care, in particular comply with the technical regulations and operating instructions as well as guarantee road safety. The lessee undertakes to control the oil, water level, tire pressure as well as the correct tension of the drive chain on a regular basis during the rental period. During the night (10.00 p.m. until 06.00 a.m.), the motorcycle shall not be parked on public roads. The motorcycle shall in any case be locked up with the steering lock when parked.

8.9 The customer does not carry out any technical or optical modifications concerning the rental motorcycle (e.g. stickers, adhesive films).

8.10 The lessee shall be liable in case of theft as well as for all damages which are caused to the rental motorcycle, documents, parts and accessories during the rental period unless he proves that no fault lies with him. In case of disproportionately high tire wear or, respectively, friction that can manifestly be ascertained due to improper use (e.g. "burn outs"), the lessee shall be liable to pay damages.

9. Own vehicle

Tour members who participate in an ProMoto tour with their own vehicle shall themselves be responsible for guaranteeing a state of their vehicle which conforms to the law and a perfect technical condition. In case of default in performance on the part of ProMoto which is due to the failure of the customer to comply with this state, the customer shall be obliged vis-à-vis ProMoto to reimburse any damage that might be caused. The customer shall bear any costs additionally incurred (e.g. for recovering a vehicle, for safely parking the vehicle under a roof, for remedying technical defects, etc.). ProMoto cannot offer a vehicle insurance to customers who participate in a tour with their own vehicle.

10. Driving license and ability to drive

By completing the booking, the customer declares to possess a driving license valid for the time of the journey and for the vehicle used in the tour and to dispose of the required ability to drive to have full control over the vehicle in order to drive safely on the tour itinerary. The customer shall inform ProMoto without delay on any and all changes regarding his driving license which have an influence on his tour participation (e.g. revocation of driving license, etc.). If it turns out after the booking and before the start of the journey that the customer does not dispose of a driving license valid for the duration of the journey, ProMoto shall be released from its obligation to continue to fulfil the contract by invoicing the cancellation rates indicated under point 4.1.c of these terms and conditions. If it turns out after the start of the journey that the customer does not dispose of a driving license valid for the duration of the journey or does not have the necessary ability to drive to have full control over the vehicle in order to drive safely on the tour itinerary, the legal consequences of point 4.3. shall apply.

11. Local provisions

The customer shall participate in the road traffic of the respective tour destination on his own responsibility and undertakes to observe the provisions of the local traffic regulations. Penalties, administrative fines or similar sanctions as well as damages to legally protected interests of third parties which are due to the non-compliance with local traffic regulations shall be for the account of the customer.

12. Health, alcohol and medicine

Please note that a good general state of health corresponding to the respective tour description is a prerequisite for participating in the tour. Tour members who do not fulfil these prerequisites can be excluded from participating in the entire tour or in individual legs of the tour without substantiating a claim vis-à-vis ProMoto. It is in any case recommended to consult a doctor before the tour starts. In case of doubts regarding the state of health of the tour member, ProMoto shall upon its request be presented a medical certificate. The customer shall not be allowed to consume alcoholic beverages and, respectively, take medicine or other substances which influence the fitness to drive during the day as long as he still has to drive the vehicle. This shall also apply to customers who participate in the journey as passengers. It shall only be permitted to drink alcoholic beverages after the end of the respective day tour and after the vehicle has been parked for the night. If alcohol is consumed or if medicine and other impairing substances are taken after the end of the respective day tour, the customer shall ensure that the condition impairing the fitness to drive no longer exists on the next morning at the beginning of the day tour. In case of non-compliance, the legal consequences of point 4.3. shall apply.

13. Off-road driving

Off-road driving with vehicles provided by ProMoto shall not be permitted outside of the itinerary determined by ProMoto in the individual case. It shall neither be permitted to improperly use the rental vehicles. The customer shall fully bear the damages caused by unauthorized off-road driving and an improper use without an excess.

14. Liability

The customer shall in any case be liable for all personal and material damages he culpably causes and hold ProMoto harmless from all claims of third parties which are asserted directly vis-à-vis ProMoto in connection with such damages. Damages culpably caused by the customer shall in particular, but not exclusively, be damages which are due to driving errors, a lack of ability to drive and, respectively, improper driving behavior (e.g. driving with the front wheels coming off the ground, racing starts with spinning tires, non-compliance with safety distances, etc. – driving on walkways, etc.) and driving in a condition impairing the fitness to drive.

15. Own responsibility

The guide provided by ProMoto only determines a rough itinerary which the customer shall follow on his own responsibility and the customer shall be obliged to adjust his style of driving to the respective prevailing circumstances and his ability to drive. If the customer is unable to follow an itinerary, he shall stop to continue driving and inform the guide without delay. The customer alone shall be responsible to duly stow away the luggage on the vehicle. Any liability of ProMoto for this case shall be excluded. It is recommended not to bring along personal valuables and documents storing them in the vehicle (side pockets, etc.) but to keep them in a bag tight to the body.

16. Room numbers

For some journeys, a limited amount of single rooms is available. They are allocated according to the order of incoming bookings expressly requesting single rooms. If a booking of an individual person includes the request to share a double room with another traveler, ProMoto shall make an effort to find a room-mate for that person. If it does not succeed, the price of a single room will be invoiced.

17. Insurances

ProMoto recommends taking out a travel insurance to cover withdrawal costs, travel luggage, accident, illness and public liability.

18. Data protection and copyright

The photographs, diapositives and videos produced by representatives of Pro Rides during the tours are the property of ProMoto under copyright law. ProMoto shall be entitled to use this material for advertising purposes, even if the participant is recognizable on it, without incurring any costs for ProMoto owed to the participant. ProMoto shall be entitled to disclose names, addresses and contact data of the participant to other tour members and to partners of ProMoto who can use these names and addresses for advertising purposes, unless the participant expressly refuses this disclosure in writing.

19. Weather conditions and itinerary

Due to seasonal circumstances and current weather conditions, ProMoto reserves the right to change the tour itinerary and thus the accommodation and other services, if necessary. In doing so, ProMoto shall make an effort not to change the nature of the tour and to provide equivalent services. ProMoto shall make an effort to fix the tour dates on dates on which the weather conditions for a vehicle journey in the respective tour region are favorable. ProMoto shall not bear any responsibility for bad weather conditions which might occur; insofar the participant is not entitled to claim the reimbursement of the tour and rental price. Different participants take part in ProMoto journeys. Naturally, the ability to drive of the individual participants differs and the customer undertakes to show consideration for the other participants. If the ability to drive of a participant is not sufficient, ProMoto shall be released from its obligation to fulfil the contract according to point 4.3.

20. Applicable law

The contractual relationship of the customer with ProMoto shall be governed by the law of R. Serbia.

21. Place of performance and place of jurisdiction

The place of performance shall be the registered office of ProMoto. Unless mandatorily required by law, the exclusive place of jurisdiction for all disputes arising out of the contractual relationship between the customer and ProMoto shall be Belgrade, R. Serbia.

21. Miscellaneous

Oral agreements with an agency of ProMoto, with ProMoto or with a tour guide of ProMoto shall only be effective if they have been confirmed by ProMoto in writing. Tour guides shall not be entitled to give undertakings which diverge from the travel contract concluded with ProMoto. Typographical and calculation errors may be corrected by ProMoto at any time. If individual provisions of these travel terms and conditions are legally invalid, this does not make the remaining provisions invalid.