

# **Rental conditions Porsche Experience track car**

## I. Rental of given object

The lessor, GP Elite Nederland B.V., provides a Porsche Experience track car to the lessee for the duration as stated in the rental contract and is responsible for the state of the Porsche Experience car at the start of the day.

## II. Use of object

The lessee participates with the Porsche Experience track car in a motorsport event organized by the lessor or by third parties on a circuit closed to traffic. The lessee pays all costs associated with the event which are charged to the lessee by the lessor or by third parties. The lessee declares that he will follow all regulations and rules of conduct imposed by the organizer. The lessee will unconditionally follow all safety regulations and recommendations of the organizer, which does not deprive the lessee of the obligation to avoid the risk of accidents at all times. During the event, the lessee wears all parts of the safety equipment required by the organizer (such as an approved helmet) and declares to be familiar with the safety procedures and rules before the start of the event. The lessee declares to be in a sufficiently good condition for the event to be able to withstand the physical and mental strain of participating in the event.

#### III. Technical state Porsche Experience circuit car

Only the lessor is responsible for the condition of the Porsche Experience track car and prepares it properly for the event, so that the car is able to participate competitively in the event. During the event, the lessor will provide technical assistance on site to repair, adapt or otherwise provide service to the Porsche Experience track car if necessary. The lessee is responsible for the timely identification of technical failures in order to prevent worse.

#### IV. Consumables

The lessor shall ensure that there are sufficient service parts that are subject to wear and tear during the event, such as tires and brake pads. Exception to this duty of care are parts that need to be replaced or repaired as a result of damage caused by collisions or other external mechanical forces, during the event. Rental price of the Porsche is determined based on consumption of 1 set of tires and 1 set of brake pads. Additional consumption will be charged afterwards. The rental of a Porsche includes 300 free kilometers. Additional kilometers will be billed to the lessee on a post-calculation basis.

## V. Damages

All damage incurred during the event (regardless of the cause thereof) which cannot be traced back to negligence in fulfilling the agreement by the lessor are at the expense of the lessee, at least up to the condition (technical and cosmetic) in which the car was at the start of the event.

The lessor will provide the lessee with a written quotation before the start of the repair and the lessee will approve it within 48 hours or offer an alternative from a damage repair company recognized by the lessor.

Damage also includes braking a "flatspot" on a tyre, meaning a flat side on the tire due to excessive blocking of the wheel. If the Porsche Experience track car is damaged by the lessee in such a way that it is considered a total loss, the lessee must pay the lessor compensation within 14 days in the amount as stated in the data box.

Examples of technical damage are: damage to the engine, gearbox, clutch, caused by the lessee (eg shifting error, overspeeding of the engine) are for the account of the lessee.

The lessee will at all times be responsible for all damage caused to the site and all property on the site. If, in a collision between two cars, the blame lies with one person, he/she accepts that the costs for this damage will be borne by him/her. If damage is caused to the participant's own vehicle, the circuit, the terrain, the crash barriers and/or fences, or the plants, the costs of this will be charged in full to the participant.

In the event of an incident involving several vehicles, each participant, regardless of whether he is the cause of the incident or not, pays the costs to his/her own vehicle/property. In the event of incidents such as a collision, competitor A is responsible for car A, and competitor B for car B. The competitor hereby declares that he is aware of this responsibility on the track.



# VI. Transport

The lessor is responsible for the transport of the Porsche Experience track car and all additional goods (tyres, tools, spare parts, etc.).

#### VII. Liability

Neither GP Elite nor its employees, nor other lessees are liable to the lessee, his/her heirs or successors in title and his/her guests and/or other persons for any damage that occurs before, during or after the use of the Porsche Experience track car or work arising on it. The lessee is aware of the fact that participation in a motorsport event with equipment from the lessor entails risks for all types of damage (such as personal injury, material damage, immaterial and consequential damage), both for the lessee and for third parties. The lessee expressly assumes these risks for his/her account. GP Elite its employees and guests at the time of the event and/or rental period do not accept any liability for any damage suffered by the lessee in connection with participation in courses, training courses and/or races using the material made available by the lessor, unless damage is due to intent or gross negligence on the part of the lessor. The lessee declares that he/she will not hold the lessor, nor the persons or bodies mentioned above, liable for any damage suffered by him/her in connection with participation in courses, training courses and/or races, including material or immaterial injuries.

The lessee will never use and/or place the Porsche Experience track car on the public road. The lessee accepts full responsibility for all material and/or immaterial damage, fines and or other costs that are the result of using or using the Porsche Experience track car on the public road other than on a means of transport intended for that purpose.

## VIII. Debit

The undersigned authorizes the debit of the specified credit card or account in case of claims.

#### IX. Pon Porsche Import

Pon Porsche Import makes the Porsche Experience track cars available to GP Elite. Your name, address, e-mail address and telephone number that you make available to us will be shared with this party to enable our services. Pon Porsche Import also processes your data for carrying out its own market research. In the privacy statement (www.porsche.nl/privacy) you can read how Pon Porsche Import further handles your personal data and what rights you have in this regard.