

Onyx Consulting GmbH General Terms and Conditions

1. General provisions

Onyx Consulting GmbH (hereinafter referred to as "Onyx") offers guided motorcycle tours and the organisation of individual motorcycle trips. The following General Terms and Conditions (Hereinafter GTC) shall apply to all contract conclusions between Onyx and any person using an Onyx service (hereinafter "Customer").

2. Offer and acceptance

- 2.1 By booking a motorcycle tour, the Customer makes an offer to conclude a contract at the terms defined on the website, and simultaneously accepts these GTC. The Customer shall be bound to this offer for five working days from booking.
- 2.2 A contract for a motorcycle tour shall be created upon confirmation of booking by Onyx.
- 2.3 By making a request for the organisation of an individual motorcycle trip the Customer is deemed to have accepted these GTC.
- 2.4 Upon Onyx's acceptance of the request for organisation of the trip an order relationship between Onyx and the Customer will be created.

3. Payment modalities

- 3.1 Confirmation of booking of a tour by Onyx renders the price of the tour payable. Invoices for the organisation of an individual motorcycle tour are payable within 20 days of receipt. Thereafter, the Customer shall be deemed in default without further ado and shall be liable to pay default interest at a rate of 5 % p.a.
- 3.2 The price is payable by bank transfer to the bank account specified in the confirmation or invoice.
- 3.3 **Refunds of the cost of a tour are excluded in any case, in particular also where a tour has to be cancelled due to force majeure.** Where the Customer on his part is prevented from taking part, the Customer shall, where possible, appoint a suitable substitute participant and inform Onyx of the same at the latest 12 hours prior to the start of the tour. The substitute must accept these GTC and, in particular, meet the conditions of participation (Section 4).

4. Conditions of participation

- 4.1 By booking a motorcycle tour, the Customer confirms that he is sufficiently proficient at riding his vehicle that participation in the tour will not cause problems of any kind. He also confirms that he possesses a valid motorcycle licence.
- 4.2 The Customer shall be under obligation to wear protective motorcycle clothing and observe road traffic legislation during the tour.
- 4.3 The Customer's vehicle must be in a condition appropriate to the requirements of the tour. As a minimum, it must conform to the statutory requirements. The Customer shall be solely responsible for ensuring compliance. In the event that the vehicle has been serviced, tuned or otherwise handled by Onyx in exchange for remuneration, Onyx excludes all liability to the maximum extent permitted by law.
- 4.4 Onyx shall be under no obligation to check whether the Customer meets the conditions of participation.
- 4.5 The Customer shall follow all instructions by the tour guide. **In the event that the Customer refuses to follow the instructions of the tour guide or breaches road traffic rules, Onyx may at any time withdraw from the contract without compensation.** The tour guide shall have sole authority for making the decision in this regard. The tour guide may declare withdrawal on behalf of Onyx during the tour.
- 4.6 Even though Onyx is under no obligation to check whether the Customer meets the conditions of participation **it may exclude a Customer from the booked tour without compensation if the Customer does not meet the conditions of participation.** This particularly also applies if the Customer is under the influence of alcohol or drugs.

5. Image and/or film material during the tour

- 5.1 Onyx may take images and/or films during a tour on which individual persons may be clearly discernible. Such film and image material

may be used by Onyx for marketing activities of any kind (e.g. in brochures or on the Internet). **The Customer declares his consent to the use of the image and film material on which he is depicted for advertising purposes without remuneration.**

6. Insurance

- 6.1 The Customer shall be responsible for insurance. This applies both in the case of a tour and in the case of an individual motorcycle trip.

7. Liability

- 7.1 The Customer participates in the tour or commences an individual trip at his own risk. Any liability of Onyx and its vicarious agents is excluded to the maximum extent permitted by law. In particular, all liability for damage to equipment (clothing and/or vehicle) and personal injury which is not caused by gross negligence or intent is rejected.

8. Choice of law and place of jurisdiction

- 8.1 Swiss law shall exclusively apply to these Terms and Conditions and the entire legal relations between Onyx and the Customer.
- 8.2 All disputes from or in connection with this agreement shall be subject to – wherever legally permissible – the exclusive jurisdiction of the competent courts at the business seat of Onyx Consulting GmbH. However, Onyx shall be entitled to commence legal action against the Customer at any other statutory place of jurisdiction.

9. Severability clause

- 9.1 Should a provision of these Terms and Conditions or a provision of another agreement be or become invalid the validity of the remaining provisions or agreements shall be unaffected. The parties undertake to replace the invalid or void provision with a valid provision which approximates as closely as possible to the original legal and economic intentions.

10. Prevailing version

10.1 These GTC are issued in German and English. In the event of a conflict, the German version shall prevail.

Last updated: November 2015