The below mentioned parties

via e-mail to:
shop@raceresult.com

race result AG
Joseph-von-Fraunhofer-Straße 11
D-76327 Pfinztal

(the owner)

and

Customer number _____
must sign by the account holder
_____
_____
_____

(the renter)

agree in writing to the follow contract about renting and using the equipment provided by race result AG:

§1 Equipment Being Rented and Duration of the Rental Period

a) The renter rents one or more devices from race result AG for the duration of the agreed upon rental period. The available equipment is displayed in the 'Rent Equipment' section of the online shop on www.raceresult.com

b) The renter checks that the equipment is complete and fully functional before use and reports any defects immediately upon noticing.

c) The renter receives the equipment at least one day before the rental period. He sends it back to the owner immediately after the rental period expires, at his own expenses.

d) The renter ensures that the equipment reaches race result AG within 5 days after the end of the rental period. If this is not the case, the rental period is extended by another week which is invoiced with **twice** the regular price.

§2 Rental Price

a) The complete rental price list for all types of equipment is available on www.raceresult.com.

b) The owner reserves the right to change the rental price for future reservations at any time.

§3 Reservation and Cancellation

a) A reservation is possible at any time if rental equipment is available for the desired dates.

b) The rental fee is to be paid after the reservation is confirmed, according to the payment terms on the invoice. It is not possible to delay the payment in any way.

c) Canceling the reservation incurs the following costs:

up to 3 months before the start of the rental period: 50% of the rental amount

up to 14 days before the start of the rental period: 80% of the rental amount

within 14 days of the start of the rental period: 100% of the rental amount.

§4 Transponder

a) The renter commits to using the rental equipment only with transponders that have been manufactured by the race result AG. The renter remains committed to these terms and conditions even if the system has been made available or is rented out to third parties by the renter.

b) In case of a violation of these terms and conditions, the owner has the right to terminate the contract immediately. The renter will have to pay a penalty fee of 10.000 EUR and fully account for any damages that are a result of the violation.

c) The renter can rent reusable transponders from race result AG.

d) Any unreturned reusable rental transponders (e.g. active transponders) will be invoiced 14 days after the end of the rental period according to the current list price on raceresult.com. The amount is to be paid within 14 days net.

e) Any reusable rental transponder damaged or modified in any way (e.g. sticker, writing) will be invoiced based on the current retail price published on www.raceresult.com. The amount is due within 14 days.

f) Reusable rental transponders returned soiled or dirty are cleaned by race result AG. A cleaning fee of 0.50 EUR per transponder applies and is invoiced to the renter.

g) The owner does not provide a chip file for reusable rental transponders. It is the responsibility of the renter to check that all transponders are functioning, and to create the chip file.

h) The renter returns the reusable rental transponders in the trays they were delivered in.

§5 Damage and Loss

a) The renter is liable for all damages caused by improper use of the rental equipment and bears the costs of any subsequent repairs.

b) In case of loss or theft of the rented equipment, the renter pays a fee equal to the current purchase price of the equipment.

c) Dispatch and return of the equipment is carried out at the risk of the renter.

d) Goods that are not returned will be invoiced 14 days after the end of the rental period according to the current list price on www.raceresult.com. Payable within 14 days net.

§6 Proper Use

The renter agrees to take care of the rented equipment in the same way he would take care of his own property. Additionally, he agrees to not modify, not to open, not to disassemble, not to extend, not to copy or replicate it, not to label or to remove any parts from it, and to clean any marks or residues (e.g. glue from stickers or dirt) before returning the equipment to the owner. Failing to do so will result in repair and / or cleaning fees being invoiced to the renter, §4 and §5 apply to transponders. SIM cards provided with the equipment of race result AG are only to be used in the equipment, and only for tracking or timing. Any breach of these conditions incurs the following costs: 1.59 EUR per minute for outgoing calls, 2.99 EUR per SMS sent, and 0.15 EUR per KB of data.

§7 Liability

The renter has tested the rental equipment extensively and understands its features. The owner is not liable if the rental equipment does not fulfill its purpose in part or in full, unless the cause is due to intent or gross negligence. This disclaimer of liability also applies to damages, lost profits or loss of data.

§8 General Terms and Conditions

General Terms and Conditions apply, available at www.raceresult.com.

§9 Place of Jurisdiction

The place of jurisdiction is Karlsruhe, Germany.

§10 Severability Clause

If any provision of this Agreement is or becomes invalid, this shall not affect the validity of the remaining contract. The ineffective provision shall be replaced by a legally effective provision which comes closest to the intended purpose.

Pfinztal,

Sönke Petersen

CEO race result AG

_____, _____

place, date

_____

_____

your signature