Contract for Using the RACE RESULT System

The below mentioned parties

via e-mail to:
shop@raceresult.com

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

(the seller)

and

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

(the buyer)

agree in writing to the following contract about the purchase and usage of the equipment provided by race result AG.

§1 Object of Agreement

a) The seller sells to the buyer one or several RACE RESULT Systems, parts of a RACE RESULT System, and / or other equipment for sporting events, according to the current price list displayed online or on a written offer.
b) The buyer has the option to rent additional systems as needed.

§2 Transponders

a) The buyer agrees to use the equipment as well as systems of the same type only in conjunction with transponders provided by race result AG. The buyer remains committed to these terms and conditions even if the system has been made available or rented out to third parties by the buyer.
b) In case of a violation of aforementioned terms and conditions, the buyer will have to pay a penalty of EUR 50.000 and also fully account for any damages that are a result of the violation.
c) The seller reserves the right to reduce system functionality until due payments have been done.
d) So far, the seller has never increased the transponder prices and will not do so by more than 10% per year unless the economic circumstances require it.
e) The seller can stop the supply of certain types of transponders as part of the development of its product portfolio.
f) The buyer is entitled to a discount on passive transponders according to the current pricing model of the seller. These discounts only apply to events that the buyer organizes or times. The discounts do not apply to passive transponders the buyer resells to third parties. The seller may claim the reimbursement of undue discounts.

§3 Liability

The buyer has tested the equipment extensively and understands its features. The seller is not liable if the 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.

§4 Warranty

The seller warrants the RACE RESULT System against damages when used in accordance with the user manuals and technical specifications for a period of one (1) year from the date of original retail purchase. Unscrewing the decoder cover without authorization from RACE RESULT voids the warranty.

This warranty does not apply to:

a) consumable parts such as batteries, unless failure has occurred due to a production defect
b) cosmetic damage, including but not limited to scratches and dents
c) damage caused by accident, abuse, misuse, liquid contact, fire, or other external cause
d) damage caused by operating the RACE RESULT System outside the user manual or technical specifications
e) damage caused by service performed by anyone who is not a representative of race result AG
f) defects caused by normal wear and tear or otherwise due to the normal aging of the RACE RESULT System

§4 General Terms and Conditions

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

§5 Place of Jurisdiction

The place of jurisdiction is Karlsruhe, Germany.

§6 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