

Organiser Conditions of Vehicle Use

1. Purpose of use

1.1 The vehicle may be used for the agreed purpose only.

1.2 In particular the User is not permitted

- a) to deactivate the Dynamic Stability Control (DSC);
- b) to allow any other person than authorized drivers named overleaf to drive the vehicle;
- c) to allow any authorized persons to drive the vehicle while their driving license has been suspended or such person does not possess a valid driving license or is evidently unfit to drive;
- d) to use the vehicle while his own driving license has been suspended or he is not in possession of a valid driving license;
- e) to use the vehicle while it is in a condition unfit to be driven;
- f) to use the vehicle for professional passenger transportation for a fee;
- g) to participate in any kind of motor sport event including any practice drives forming part of such an event;
- h) to use the vehicle on dirt track roads;
- i) to tow trailers, vehicles or any other object;
- j) to transport easily inflammable, poisonous or other hazardous materials; and
- k) to use the vehicle outside the territory of Finland without the prior consent of Organiser.

2. Handover and Use

The vehicle is handed over to the User fully refueled and cleaned and shall be returned in equal condition by the User. The User is obligated to treat the vehicle properly and with care. The User is not permitted to exchange or remove any parts of the vehicle without the organiser's prior written consent. This applies equally to any additional equipment. The User is not permitted to carry out or have any repairs carried out without the organiser's express prior consent.

3. Liability

3.1 Organiser shall be liable for damage suffered by the User or third parties in connection with use of the vehicle only to the extent that such damage has been caused by Organiser or its legal agents or auxiliary persons intentionally or by gross negligence. This limitation of liability shall not apply with respect to damage to life, body or health as well as in case of breach of fundamental contractual obligations. e.g. those that are according to the content and purpose of the contract intended to be imposed particularly on Organiser and whose fulfillment enables proper performance under the contract and in whose fulfillment the User will or may by law regularly trust.

3.2 Organiser's liability is limited to the typical damage foreseeable at the time of the conclusion of the contract. The User shall indemnify Organiser from any claims raised by third parties due to an accident, if and to the extent that Organiser's third party liability insurance does not accept liability for the damage. Organiser shall not be concerned with cases in which the insurer is obligated to settle the damage but nevertheless has a statutory right of recourse against the User or driver.

3.3 The User shall indemnify the Organiser from any and all claims arising from breach of statutory provisions, regulations or other provisions in connection with the use of the vehicle by the User or a third party. In the event that a claim is raised against Organiser, Organiser shall be entitled to undertake payment and to resort to the User for recourse.

4. Journeys outside Finland

4.1 The User may not leave the territory of Finland with the vehicle without the organiser's prior consent. Should Organiser give its permission, it is in any case, limited to journeys and stays within such regions of Europe which are covered by the insurance policy.

4.2 If the permanent residence of the User or driver is not Finland, the User/driver is obliged to present the vehicle at the first foreign customs authority and undertake proper customs clearance for temporary realization of dutiable goods. The User shall also provide any necessary securities. Any administrative fees and/or - custom regulation claims arising from the non-compliance with respective custom regulations shall be paid by the User.

5. Requirements in the event of damage

5.1 In the event that the vehicle is involved in an accident (any traffic -related incident which leads to personal injury and/or damage to property which is not completely negligible) or in the event that the vehicle itself or parts thereof are stolen, the User must inform the organiser (see overleaf for the contact person) both verbally and following in writing as well as the closest police station without any delay.

5.2 The User is obliged to produce a written accident report and send it to the organiser without any delay. The report must include the following points:

- date, time and location of the accident;
- details of the driver's driving license (vehicle class covered, issuing authority, date of issue);
- address, name, insurance company of all the persons involved in the accident and the registration numbers of the vehicles involved in the accident;
- detailed accident report (including a sketch) as well as names and addresses of possible witnesses;
- extent of damage (injury to persons and/or, damage to property); and
- details of where the vehicle is currently situated.

In the event of damage to the bike always phone to the BMW Road service **+358 800 154000**

6. Return of the vehicle

6.1 The User is obliged to return the vehicle at the end of the term during usual office hours at the place where it was delivered or at the agreed return point. The vehicle shall not be deemed returned unless accepted by an employee or agent of the organiser.

6.2 The organiser is entitled to demand the vehicle to be returned at any time without reason. The organiser is particularly entitled to terminate this Agreement without any period of notice, even before the vehicle has been handed over to the User in the event that the organiser should require the vehicle for own purposes.

6.3 In the event that the vehicle is not returned in the User shall be liable for any and all damages/consequential losses suffered by the organiser hereof. The User is not entitled to retain the vehicle due to any alleged claim or right against the organiser under any other legal relationship.

7. Miscellaneous

7.1 This Agreement constitutes all agreements between the parties relating to the use of the vehicle. Oral agreements do not exist. Amendments and supplements of this Agreement are only legally binding if made in writing. The same applies to a waiver of the written form requirement.

7.2 If any provisions hereof are totally or partially invalid or incomplete, the validity of the remaining provisions of this Agreement shall not be affected. The parties will replace such invalid or incomplete provision by such provisions which comes as close as possible to the commercial intent hereof and the common interests of the parties.

7.3 Any disputes arising due to or in connection with this agreement shall exclusively be governed by Finnish Laws.



EURO MOTOR CENTER

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