

General Terms and Conditions of:

Karting Champions League B.V.
Ferrarilaan 2
3261 NC Oud-Beijerland

Inschrijfnummer K.v.K.: 91021804

Article 1: Applicability – Definitions

1. These general terms and conditions apply to every offer made by us and to all agreements for services concluded between us and you.
2. If (any part of) a provision is void or annulled, the remaining provisions of these general terms and conditions remain in full force.
3. In the event of any discrepancy between these general terms and conditions and a translation thereof, the Dutch text shall prevail.
4. All provisions in these general terms and conditions apply to both our business clients and consumers. We use the term "consumer" when a provision contains a deviation or addition that applies only to consumers. A "consumer" is a natural person acting outside the scope of his business or professional activity. This means you are only a "consumer" if you engage with us in a private capacity.
5. The following terms are used in these general terms and conditions:
 - a. **offer**: any offer made by us, whether or not in the form of a written quotation;
 - b. **in writing**: by letter, email, or any other form of communication equivalent thereto, such as WhatsApp messages;
 - c. **information**: both physical and digital documents and other data, such as the information you must provide upon registration;
 - d. **assignment**: an assignment to participate in kart races and/or related or supplementary karting events organized by us;
 - e. **participant**: the natural person who takes part in the event;
 - f. **team**: a professional kart racing team;
 - g. **registration**: registration for the event selected by you;
 - h. **client**: our contracting party. This is the natural person who registers himself as a participant for the event (consumer) or the team that enters one or more of its members for the event;
 - i. **participation fees**: the fees payable for participation in the event;
 - j. **our website**: www.kartingchampionsleague.com.
6. These general terms and conditions also apply to supplementary services arising from the agreement and any items provided to you during the event (such as tyre sets).

Article 2: Offer – Participation Fees

1. The current overview of events available for registration is published on our website (www.kartingchampionsleague.com).
2. For each event we state the corresponding participation fees. These fees may vary per event and per class.
3. Unless stated otherwise:
 - a. the participation fees apply to attendance of the entire event;
 - b. the participation fees are exclusive of VAT;
 - c. the participation fees exclude additional costs such as tire sets, fuel, and any other costs incurred by you at the circuit/event venue.

Article 3: Registration – Formation of the Agreement

1. Registration for an event takes place through the registration form on our website. You do not have to be affiliated with a team to register, but you must always hold the license required for

participation. For minors, explicit consent of a parent (or another adult legally authorized to act on behalf of the minor) may be required, especially for events abroad.

2. After registration you will receive an invoice for the participation fees. This invoice constitutes confirmation of your registration. Your registration becomes final only once we have received your timely payment.
3. Once your registration is final, it cannot be cancelled. In such case, we are not obliged to refund participation fees. It is also not permitted to replace a participant after registration.
4. A final registration entitles you to attend the event, use available facilities, and participate in the sections of the event for which you qualify.
5. We are not obliged to accept a registration. We may reject a registration, for example if the maximum capacity for an event has been reached or if you do not meet the admission requirements. We will inform you as soon as possible.
6. By registering, you declare that you are aware that participation and entering the event grounds involves an increased risk of damage, including serious damage such as bodily injury or even death. By registering, you expressly accept and assume this risk.
7. We are only bound by:
 - a. oral agreements;
 - b. amendments or additions to these general terms or the agreement;once we have confirmed them in writing, or once we have commenced performance thereof without objection from you.

Article 4: Exclusion of Statutory Cooling-Off Period and Right of Withdrawal

1. If you are a consumer and register yourself as a participant, the agreement qualifies as a distance contract within the meaning of article 6:230g(1)(d) of the Dutch Civil Code. Normally, you would have a statutory cooling-off period of 14 calendar days. We expressly exclude this right. You cannot rely on the cooling-off period or the right of withdrawal. As stated in Article 3-(3), once your registration is final, you cannot cancel it, and we are not obliged to refund any participation fees.
2. The reason for this exclusion is that a maximum number of participants may be set for each event. Once your registration is final, we take your participation into account—this affects capacity, planning, preparations, and required facilities. Therefore, excluding the right of withdrawal is reasonable.
3. If you wish to terminate the agreement due to our failure to meet our obligations, the provisions of the complaints article (Article 8) and the liability article (Article 9) apply.

Article 5: Engagement of Third Parties

We may engage third parties to perform the agreement.

Article 6: Obligations – Information

1. Each participant must:
 - a. be able to identify himself upon request and present the required license;
 - b. provide all information required for performance of the agreement in a timely manner;
 - c. notify us in time of developments in his personal situation relevant to the performance of the agreement or participation in the event;
 - d. comply with all rules, instructions, and regulations applicable to the event, such as FIA regulations on our website and house rules at the venue.If you enter into the agreement as a team, you are responsible for ensuring compliance by your members.
2. You warrant the correctness and completeness of all information provided to us and indemnify us against claims from third parties resulting from incorrect or incomplete information.
3. We treat all information obtained from or about you (as participant) or your team confidentially. We only share this information when necessary for performance of the agreement.
4. We process personal data under the GDPR and our Privacy Statement published on our website. We also report any data breaches in accordance with the GDPR.

5. If you fail to meet your obligations, we may suspend acknowledgement of the agreement until you comply, or we may terminate the agreement by written notice. This includes exclusion from (further) participation. This will only occur on reasonable grounds. All resulting costs and damages are at your risk.
6. If we do not immediately demand acknowledgement of your obligations, this does not affect our right to enforce acknowledgement later.

Article 7: Performance of the Agreement – Guarantees

1. We organize the event properly and in accordance with applicable industry standards and event rules but provide no guarantees other than those expressly agreed.
2. Unless otherwise agreed:
 - a. and subject to force majeure, we strictly observe agreed dates, deadlines, and schedules. We inform you as soon as possible of changes, including content changes;
 - b. we ensure (with or without third parties) all necessary facilities and take all reasonable measures to ensure the event takes place properly and safely.

Article 8: Complaints

1. All complaints about the event, our services, or items provided during the event must be reported immediately during the event so we can remedy them where possible. Failing to report immediately is at your risk.
2. Complaints that can only be discovered afterwards must be submitted in writing within 7 days after the event.
3. If we do not receive a complaint on time, we are not obliged to process it and you cannot rely on any guarantees.
4. Complaints do not suspend your payment obligations.
5. The previous paragraph does not apply to consumers.
6. You must allow us to investigate the complaint and provide all relevant information, such as photos or other images. Costs associated with this are at your expense unless the complaint turns out to be justified.
7. For a justified complaint we may choose (where still practically possible): free repair or replacement of delivered items, refund or discount of participation fees, or free participation in a future event. Additional damage is governed by the liability article.
8. If you are a consumer, you may always choose free repair or replacement of delivered items or free participation in a future event, unless unreasonable or impossible. In that case, you may terminate the agreement or request a discount.

Article 9: Liability

1. Except for expressly agreed guarantees, we accept no liability.
2. We are only liable for direct damage. Liability for consequential damage is excluded, including business interruption, loss of profit, financial loss, delays, and personal injury during races.
3. You must take all necessary measures to prevent or mitigate damage.
4. If we are liable, compensation is limited to the amount paid by our insurer. If no payment is made or the damage is not insured, compensation is limited to the participation fees or the invoice value of supplementary services or items.
5. All claims for compensation expire 6 months after you become aware or could reasonably have become aware of the damage and could have held us liable.
6. For consumers, the limitation period is 1 year.
7. We take every reasonable measure to ensure safe organization (e.g., ambulances on-site). However, we are never liable for personal injury or other damage suffered during training, qualifying, race, etc. Participation is always at your own risk.
8. We are not liable—and you cannot rely on guarantees—if damage arises from:
 - a. visitors present at the venue;
 - b. your violation of instructions or regulations;
 - c. improper use of delivered items;
 - d. you are in breach of the event rules;

- e. late or incorrect information provided by or on behalf of you;
- f. choices made by you (or the participant) contrary to our advice or common practice.
- 9. We are also not liable—and guarantees do not apply—if you do not give us the opportunity to remedy your complaint.
- 10. In these cases (paragraphs 8 and 9), you or the participant are fully liable for resulting damage and indemnify us against claims from third parties.
- 11. The limitations in this article do not apply in case of intent or willful recklessness on our part or where prohibited by mandatory law. Only in those cases do we indemnify you against third-party claims.

Article 10: Payment

- 1. We may always require advance payment.
- 2. Unless otherwise agreed:
 - a. participation fees must be paid upon registration;
 - b. items provided during the event must be paid immediately;
 - c. all other invoices must be paid within 14 days. Invoices are deemed correct unless objected to within this term.
- 3. If payment is not made on time, statutory commercial interest is owed.
- 4. For consumers, statutory consumer interest applies.
- 5. If payment still remains outstanding after a reminder, we may charge 15% collection costs (minimum €40).
- 6. For consumers, statutory collection cost percentages apply.
- 7. After 1 year we may increase the principal amount by accrued interest for the calculation of collection costs.
- 8. If payment remains outstanding, we may suspend or terminate the agreement by written notice. We may already suspend before default if we have justified doubts about your creditworthiness.
- 9. Payments are applied first to interest and costs, then to the oldest unpaid invoices unless you specify otherwise.
- 10. You may not set off claims you believe you have against us with our invoices.
- 11. The previous paragraph does not apply to consumers.

Article 11: Retention of Title

- 1. All items delivered remain our property until you have fulfilled all payment obligations.
- 2. These obligations include not only the purchase price but also claims for damages, collection costs, interest and any penalties.
- 3. For identical, non-individualized items (such as multiple tire sets), the batch linked to the oldest invoice is deemed used first. Thus retention of title always covers unused items still in your possession.
- 4. You may not pledge or transfer items subject to retention of title.
- 5. You must immediately inform us if third parties claim rights to the items.
- 6. You must store the items carefully and in a manner identifiable as our property.
- 7. You must insure the items adequately and provide proof on request.
- 8. If you violate this article or if we enforce our retention of title for other reasons, we may retrieve the items. This does not affect our right to claim damages or terminate the agreement.

Article 12: Bankruptcy – Lack of Legal Capacity

- 1. We may terminate the agreement by written notice if:
 - a. you are declared bankrupt or bankruptcy is applied for;
 - b. you apply for suspension of payments;
 - c. your assets are seized;
 - d. you are placed under guardianship or administration;
 - e. you otherwise lose control over (part of) your assets.
- 2. You must inform the trustee or administrator of the agreement and these terms.

Article 13: Force Majeure

1. If we fail to fulfil our obligations due to force majeure, this cannot be attributed to us.
2. Force majeure includes at least:
 - a. war, riots, mobilization, civil unrest, government measures or threats thereof;
 - b. currency disruptions;
 - c. business interruptions due to fire, burglary, sabotage, outages, cybercrime, strikes, epidemics or pandemics, natural phenomena, natural disasters, etc.;
 - d. cancellation or suspension of (parts of) the event due to weather or other conditions at the venue that make it unsafe or unacceptable for the event to continue.
3. In case of force majeure, we may terminate, modify or suspend the agreement or event. We are not obliged to pay compensation or refund participation fees.

Article 14: Applicable Law – Competent Court

1. Dutch law applies to our agreements.
2. We may submit disputes to the court competent in our place of business. We also retain the right to submit the dispute to the competent court in your place of residence or establishment.
3. As a consumer, you may always choose the court legally competent under the law. You must notify us within one month of receiving the summons.

If you are established or residing outside the Netherlands, we may also submit the dispute to the court competent in your country or state.