

## **TERMS OF BUSINESS**

For the company AUTODROM MOST, a. s., with its principal place of business at Most, Tvrzova 5, CZ-43 401, incorporated in the Commercial Register administered by the Regional Court in Ústí nad Labem, Section B, entry no. 1283, under Identification No. 25419048 (hereinafter referred to as "Provider")

for agreements entered into between the Provider and a third party (Customer), the subject matter of which is provision of services, especially organisation of driving courses, corporate events and services ordered individually

The Polygon Most proving ground is property of the business company AUTODROM MOST, a. s., with its principal place of business at Most, Tvrzova 5. These terms of business adjust mutual rights and duties of the parties hereto arising in connection with or out of an agreement entered into between the Provider and a third party in accordance with the provision of Section 1751, Clause 1 of Act No 89/2012 Coll. of L., Civil Code.

### **I. INTRODUCTORY PROVISIONS**

- 1.1. These terms of business form an integral part of the contract entered into between the Customer and the Provider.
- 1.2. The contract between the Customer and the Provider is based upon a written order expressed in the Customer's binding application or a separate order.
- 1.3. The stipulated conditions of the contractual relation may only be changed or cancelled by mutual agreement of the parties hereto.

### **II. SUBJECT MATTER OF PERFORMANCE**

- 2.1. The subject matter of performance is instruction courses organised by Polygon Most based on orders (hereinafter referred to as "Course") or services ordered individually (hereinafter referred to as "Event").
- 2.2. The Provider commits itself to satisfy the conditions of a Course or Event pursuant to items contained in the order.
- 2.3. The terms of business apply to organisation of Courses and Events.

### **III. DATE**

- 3.1. The Customer is obliged to take part in the Course or Event according to the pre-arranged date as specified in the order.
- 3.2. Should the Customer fail to participate in the Course or should the ordered Event not take place through the fault of the Customer, this Course or Event shall be regarded as performed, and

the Provider has a right to payment of the price of ordered services pursuant to these terms of business. The Customer is then under an obligation to meet all the expenses relating to the ordered Event to the full extent.

3.3. The course for individual applicants requires participation of a minimum number of persons set by the type of Course and specified in the current price list laid down by the Safety Driving Centre. If the quota that is a precondition for the Course to take place is not satisfied, the Provider reserves the right to cancel the date and offer a new date to the Customers.

#### **IV. PRICING**

4.1. The contract price of the Course is based on the current price list.

4.2. In the event that the Customer orders a Course for more than 13 participants, these participants are divided into smaller groups training separately as follows:

Category I: 10 to 13 participants train in one group; the minimum number for invoicing: 11 persons;

Category II: 16 to 23 participants are divided into 2 groups of 10 persons as a minimum for invoicing;

Category III: 24 to 33 participants are divided into 3 groups of 10 persons as a minimum for invoicing;

Category IV: 34 to 52 participants are divided into 4 groups of 10 persons as a minimum for invoicing;

4.3. When ordering an Event, the prices of Services are set according to the current price lists and are quoted in the particular offer.

#### **V. TERMS OF PAYMENT**

5.1. Based upon an order, the Provider is entitled to claim advance payment of the ordered services amounting to 50% of the value of all services ordered. Transfer payment for credit of the Provider's account shall be due one week before the Event at the latest.

5.2. The remaining amount shall be paid together with adjustment of charges for all services ordered by the Customer and rendered by the Provider based on an issued invoice payable 14 days after the date of the invoice.

5.3. The charge for the Course for individual persons shall be paid for credit of the Provider's account in advance via bank transfer. In case of technical problems with transfer of the agreed amount, it is possible to make the payment for the Course in cash at the reception of the Polygon Most Safety Driving Centre but always before the Course begins.

5.4. Cancellation fees:

If the Customer cancels the ordered Course or Event 0 to 14 days before the ordered date, the Provider is entitled to require that the Customer should pay a cancellation fee amounting to 100% of the price of the services ordered;

If the Customer cancels the ordered Course 15 to 21 days before the ordered date, the Provider is entitled to require that the Customer should pay a cancellation fee amounting to 50% of the price of the services ordered.

5.5. The payment due date of invoices issued by the Service Provider is 14 days after the date of the invoices. In case of delay in payment, the Provider is entitled to charge a contractual penalty for late payment amounting to 0.05% of the outstanding amount for each day of delay.

## **VI. MISCELLANEOUS**

6.1. A serious breach of these terms of business may result in elimination of the Applicant from participation in the Course or Event.

6.2. Every Participant is obliged to observe the current Operating Regulations and Traffic Service Regulations applicable within the Safety Driving Centre during the Course or Event.

6.3. Every Participant is obliged to follow instructions given by Safety Driving Centre instructors and employees.

6.4. If required by the content of the services ordered, every Participant in the Course or Event must be a roadworthy person (see Section 3, Act No 361/2000 Coll. of L.).

6.5. Every Participant is banned from making any sound or video recordings during the Course or Event.

6.6. The sole Service Provider in the area of hospitality and provision of catering and refreshment services is exclusively the company AUTODROM MOST, a. s., or a company authorised in writing to provide these services and with a defined scope, date and time of rendering these services and the Client's name. The Customer is not authorised to hire its own Provider of the above-mentioned services while organising Events, and in the event of a breach of this duty, the company AUTODROM MOST, a. s., is entitled to require that the Customer should pay a contractual penalty amounting to CZK 50,000 for each single day of infringement of this duty. The contractual penalty is payable within 14 days after billing.

6.7. The Customer who enters into contractual relationship with the company AUTODROM MOST, a. s., and places all sorts of information boards such as direction boards, Event designation, etc., inside or outside the AUTODROM MOST complex during its Event, is obliged to remove all of these boards after the Event. Should the Customer fail to do so even after a written notice, the Provider has the right to remove these boards at its own cost and require that the Customer should pay for infringement of this duty a contractual penalty amounting to CZK 500.00 for each board removed.

In case of removing a board placed 2 metres or more above the ground, the contractual penalty amounts to CZK 5,000 for each board removed. The contractual penalty is payable within 14 days after billing.

## **VII. FINAL PROVISIONS**

7.1. Except as provided otherwise in these terms of business, the legal relations between the parties to the contract are governed by the applicable current legislation.

7.2. The wording of these terms of business is binding on the parties to the contract.

7.3. If any provision of these terms of business is invalid or ineffective or becomes invalid or ineffective, the invalid provisions shall be superseded by a provision the meaning of which comes close to the invalid one as much as possible. Invalidity or ineffectiveness of one provision is without prejudice to validity of the other provisions.

Place: Most

Date: 6 December 2016

Ing. Jiří Volovecký

Chief Executive Officer

AUTODROM MOST, a. s.