

The below mentioned parties

via e-mail to:
clarke@raceresult.com

race result Australia
Event Timing
Unit 28, 337 Bay Road
Cheltenham VIC 3192

and

Customer number: _____
Company/Club: _____
Name: _____
Street: _____
ZIP City: _____
Country: _____

Information needs to match the data in the customer account

(the owner)

(the renter)

agree in writing to the following contract regarding renting and using the equipment provided by race result Australia:

§1 Rental Equipment and Rental Period Duration

- a) The renter rents one or more devices from race result Australia 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) Upon delivery of the rental equipment, the renter will check that all items have been delivered and are fully functional. The renter will report any equipment issues immediately.
- c) The renter will receive the equipment on the first day of the rental period, and ship it back to the owner immediately after the rental period expires, at the renter's own expense.
- d) The renter ensures that the equipment reaches race result Australia within 5 business days after the end of the rental period. If this is not the case, the rental period is extended by a full week. This additional week will be invoiced with **twice** the regular price. Any unreturned reusable rental items will be invoiced 14 days after the end of the rental period according to the current list price on raceresult.com.

§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 Australia. 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 AUD and fully account for any damages that are a result of the violation.
- c) The renter is responsible for removing all labels and/or stickers from the transponders before returning them. Rental transponders returned soiled or dirty are cleaned by race result Australia.
A cleaning fee of 0.50 AUD per transponder applies and is invoiced to the renter.
- d) The renter returns the reusable rental transponders in the trays they were delivered in.
- e) Any 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.
- f) 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.

§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.

§6 Proper Use

The renter agrees to take care of the rented equipment as if it was the renter's own equipment. Additionally, the renter agrees not to modify, open, disassemble, extend, copy, or replicate the equipment, not to label or remove any parts from it, and to clean any marks or residues (e.g., glue from stickers) before returning the equipment to the owner. Otherwise, the renter will be responsible for an equipment cleaning, repair, or assembly fee as needed to return the equipment to its original condition. For transponders, §1d and §5 apply. SIM cards provided with the equipment of race result Australia 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 AUD per minute for outgoing calls, 2,99 AUD per SMS sent, and 0,15 AUD 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 Cheltenham.

§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.

Cheltenham,

Aaron Clarke
race result Australia

_____ / _____ place, date
_____ name in block letters
_____ your signature (by the account owner)