

General sales terms for individuals and corporations

1. Scope

Our driving sessions aim to enhance the driving skills of the participant on single-seaters, GT vehicles and karts on tracks. Under the guidance of expert instructors, chosen by Puresport, the participant can successfully improve his/her driving skills, through different driving levels.

2. Participation

Participation to the driving courses is valid only if the Puresport application forms have been filled in and returned to Puresport or by filling out the online form.

Participation is possible only if the application fee has been paid. Otherwise, Puresport will not consider the application valid and no place will be reserved. In case of an "Open voucher" purchase, the client has 12 months time to benefit of the purchased services, considering dates and racetracks available on puresport.it.

3. Services and performances

a) The application fee includes all the services described in the electronic or paper application form.

b) The participants can buy extra services such as on-board video camera car, guest service, etc. These services are offered in order to improve the performance that Puresport provides, but they are not part and parcel of the main services, which are the number of laps and the car chosen. E.g. if the video camera on-board did not work due to technical problems, it would not mean that the entire performance did not have a positive result but the negative outcome would be linked to the camera car service only and in this case Puresport would only refund the client for the amount of the onboard video. The video works when the camera records the entire driving session, from start to finish. Any malfunctions of the telemetry, for example, missing the speed data, rpm, gears ecc.. does not imply a refund of the service.

4. Payment

Payment of the entire application fee, indicated in the price-list in force when the participant signs on for the course, shall be made through bank transfer before the beginning of the course (or according to the modalities indicated in the application form).

The date of participation to the course and the name of the applicant must be indicated in the bank transfer. Payment must be made within 7 work days from the date of subscription. The date of subscription is the date when the form is sent. After the bank transfer, the participant has to send a fax to Puresport with a copy of the documents that prove the transaction.

5. Guests

Guests are welcomed to Puresport courses. After paying the entrance fee, the guests – even if only spectators – may benefit from the experience of the instructors, ask questions and obtain driving tips as long as they do not interfere with the course itself.

6. Organization of the course and division in classes

At the beginning of the course the participants will attend to the technical briefing held by our driving instructors. Any information included in this briefing has an essential importance to be able to enjoy the experience in the best way.

After the briefing, our staff will call every participant by name for the experience bought and the laps included. Every participants shall accept and respect all the instructions given at the briefing and by our instructors in the car and during the driving session. If these rules will not be followed, our staff could interrupt the driving session of whom considered dangerous at the driving. In this case Puresport will refund the number of laps that the client has not done reduced of the amount for the costs that Puresport has sustained for the organization of the event, including the insurance chosen by the participant.

The refund will take place within 15 days from the day of the event.

7. Liability

The participant is fully liable for the information supplied in the application form and for all other information Puresport or the people responsible for the driving course may request.

The guidance and control of the instructors during the driving activities does not mean they or Puresport can be held responsible for mistakes the participant may make or for direct and indirect damages the participant may cause. Therefore the participant is fully aware that the organizers, instructors, Puresport and the race track cannot be held responsible for any civil, penal and administrative fault resulting from his/her behavior and actions or omissions, except for what is laid down in section 9 below.

8. Damages to the vehicles.

The participant is aware of and acknowledges that the user of the vehicles is responsible for all damages caused to the vehicles at the moment they occur.

Damages to the vehicles are both those caused by the vehicles if they go off track and those caused by vehicles crashing. As concerns damages to vehicles, the organizer cannot therefore be held responsible because the sole person responsible is the user, except for the following cases:

a) **Formula Vehicles (Formula 3, Formula 3 F308 Volkswagen, Formula Renault 2000, Formula 1):** The client, after paying € 244 (optional), in addition to the base cost, will not have to pay any further repair costs on the vehicle, except for the deductible (franchigia) € 6.000,00 + VAT (six thousands). Example: if the vehicle has damages that amount to € 8.000,00, if the client had paid the additional € 244 when signing up for the course, all damages shall be divided as follows: € 6.000,00 charged to client and € 2.000,00 paid by Puresport. The client who decides not to pay the additional fee, will have to pay the damages he/she caused up to a maximum of € 15.000,00 (fifteen thousands). It remains understood that the damages caused inside the pit lanes and/or to parked vehicles, caused by the total and evident negligence of the participant and non-compliance with the safety instructions given by the instructors (by way of example: driving fast around the track when the red and/or black is shown, fast driving without warming up the wheels, especially during the first two laps, use of any kind of alcohol during the day on the track), shall be totally charged to the person who caused them. Except for what established in the following article no. 13.

b) **GT Vehicles – Gran Turismo road cars: Ferrari 488 GTB, Lamborghini Gallardo, Lamborghini Huracán, Ferrari 458 Italia:** Driving a GT vehicle means that one of our instructors gives the participant all the technical and safety instructions while actually driving the car because the instructor is sat right by the participant in the vehicle. Hence, the client even though paying only the participation costs is not responsible for the repair costs of the vehicle in case of accident caused by the participant himself except for what is laid in the section no. 7. It remains understood that the damages caused inside the pit lanes and/or to parked vehicles, caused by the total and evident negligence of the participant and non-compliance with the safety instructions given by the instructors before and while driving the cars (by way of example: use of any kind of alcohol during the day on the track, not observing the point of brake start), shall be totally charged to the person who caused them. In case of accident the parties commit to the maximum collaboration, also filling the appropriate agreed statement of facts on motor vehicle accident that resumes the sequence of the events, highlights the damages occurred, specifies the witnesses and establishes the accountability. Except for what established in the following article no. 13.

9. Location

For safety reasons, Puresport courses take place in race tracks and structures dedicated to driving activities and closed off to traffic.

Driving activities organized in these areas help the participant really understanding and learning driving techniques. All the sections contained in the various Puresport driving programs aim to enhance and improve the driving skills and techniques of the participant.

10. Participation requirements

By submitting this course, the participant declares under his/her own responsibility that he/she is in good health and has never been excluded from participating in any sport activity. If the participant knows of any health problems or illnesses that may compromise the health, hence participation to sport activities, he/she must inform Puresport before signing this form. In this case, Puresport may reserve the right to ask for a medical certificate for the application to be considered valid. The participant, by signing this form, also declares that he/she does not use any drugs and/or medications that may affect reflexes and physical performances in general.

11. Regulation and equipment

At the beginning of the course each participant shall be explained the program with the activities to follow. Each participant shall also receive a name badge.

All the participants must comply with the instructions given by the instructors and all Puresport personnel. All guests must also comply with the instructions given throughout the day while they are inside the race track.

- It is forbidden to drink alcohol (at least from the night before the course) before and during the driving sessions.

- It is forbidden to use mobile phones during all practical activities and the initial driving briefing.

- All participants must fasten their seatbelts during all driving activities, regardless of where and how they take place.

- All participants must fasten their helmet during all driving sessions, except for those racetracks where the helmet, with GT cars only, is not mandatory.

- All participants must always use the specific suit and shoes except for GT vehicles for which it is enough to wear trainers and a helmet (helmet only when mandatory).

- When there are free driving laps around the track, the participants must always comply with the regulations indicated in this document. Particularly, for the type of vehicles used during these courses, which do not require the presence of an instructor on board. Participants must always follow the instructions given by the Puresport staff.

12. Driver's license

According to the level of the course and the type of application, the participant may take part in the driving sessions using the vehicles offered by Puresport. In any case, the participant must have a valid driver's license (License level B).

13. Puresport vehicles; participants' responsibilities

The instructors will tell the participant who will be using the vehicles offered by Puresport which vehicle to use for the specific activity laid down by the program. The use of the vehicles offered by the school is subject to the following conditions, which are to be considered an integral part of the contract. By signing this "Request for Participation", the participant declares that he/she has fully understood and accepted each one of the conditions below:

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- At the beginning of the course, the participant shall sign the "general indemnity declaration" drawn up by the organization and one by the circuit, this last one, only if the racetrack requests it as mandatory.

- The participant shall be held fully responsible, no exceptions made, in civil, penal and administrative cases, if, due to serious negligence and/or non-compliance with the safety regulations explained during the briefing, he/she should cause damages to things and people, while using Puresport vehicles.

- Those who do not comply with the regulations explained during the briefing and whose irresponsible behavior, judged so according to Puresport staff's final decision, may be dangerous for himself/herself and others, shall be sent away from the course.

14. Cancellation of the event

Puresport reserves the right to cancel the course if the number of participants does not reach the minimum required. The participants shall be informed 15 days before the date of the course and they will have the possibility to choose another date in the same racetrack or in another one, among the tracks available on the Puresport pricelist.

15. Customers' information and right of withdrawal

As per law D.Lgs. 185/99, Puresport informs that in case of private contracts, the client has the right to withdraw from the contract within 10 working days from the date of the order itself, without any explained reason. The withdrawal must be sent by written registered mail to our offices: Puresport Srl, via Galileo Galilei 15, 20856 Correzzana (MB), Italy. The sender has to write down the IBAN number, in order to be able to refund the total paid, deducted of a handling charge of € 25. In case of sales agreements with non-private clients, the parts acknowledge that each possible withdrawal condition, must be previously indicated in a specific written contract. It is agreed that each participant who does not come to the track the day of the event, will lose the right to repeat the event itself.

16. Variation of the date of the course

For organizational or safety reasons, for requests on behalf of the authorities, for problems with the race track or any other reason beyond one's control, Puresport reserves the right to cancel, change or postpone the date of the event. For any other reason, we also intend eventual mechanical damages to the cars or its bodyworks that might occurred during and before the event itself and that could not be repaired in time for being able to continue the event.

In this case, the participants shall have the right to participate another day that shall be immediately communicated by Puresport.

The postponement of the event does not give any right to the participant to claim for indemnities or refunds, costs related to the journey, hotels, extra laps etc... Upon receiving the date and arrival time for the event, it is no longer possible to make changes to your booking.

17. Rain

a) **GT cars € 19** - If during the day of the event, heavy rain, flooding or icy track prevents the course to take place and the organizer, due to these reasons, is forced to cancel the event, the participant has the right to repeat the experience only if he has paid, at the time of the booking not later, the amount of € 19 for the rain insurance. By paying this amount the participant has the right, in case of rain, to postpone the event to another date available among the ones already planned by the organization without any further cost, including eventual guests at the track. If the participant had not paid the rain insurance extra fee, and the weather conditions were rainy, floody or icy and Puresport was forced to cancel the event, he/she would not have any right to postpone the event to another day and he/she must accept to get in the car as passenger of our instructor and not as driver due to safety reasons. No refund from the organization would be paid. Severe weather conditions dangerous enough not to allow the driving experience, are judged by the organization only. The decision will be taken by Puresport only in case of actual dangerousness and exclusively for safety reasons. Rain insurance will be valid also for the eventual next date chosen after the cancellation of the event due to bad weather.

b) **Formula cars € 90** - in the event that the organizers is forced to cancel the course, due to weather conditions that make the track unusable, Puresport is committed to the participants, who have not completed their course, as follows: in the event that the customer has paid the additional amount of € 90 at the time of the order, for the rainy event, the organizer will offer the client to repeat the event in one of the other dates of the calendar, on the same racetrack for the current year, with no extra costs for the participant.

In the event that the customer has not paid the amount of € 90 for the rain insurance, he will be able to attend to another date by paying a handling fee of € 800, to cover the fixed costs of the organization.

18. Personal data processing

As per law 196/2003 on data processing, I, the undersigned, authorize Puresport, to store and process my personal data and the data of my guest, and communicate them to the hosting race track, for organizational, statistical and marketing purposes. I am aware of the rights laid down by the above law and of the possibility of requesting the cancellation of my data from your files by writing to Puresport, who is the data controller.

19. Applicable law and competent court

The applicable law is the Italian law and the competent court in case of controversies that should arise out of this contract is the court of Milan. The parties shall not use any other laws and applicable courts.

I declare that I accept these terms and conditions without any exceptions.

Name and Family Name _____ Date of Birth _____

PLACE DATE SIGNATURE _____ / _____ / _____



As per articles 1341-1342 c.c., the undersigned declares that he/she has carefully read this contract and explicitly approves sections 2 (Participation), 7 (Liability), 8 a), b), 10 (Participation requirements), 11 (Regulations and equipment), 12 (Driver's license), 13 (Puresport vehicles, participants' responsibilities), 14 (Cancellation), 16 (Variation of date of the course), 15 (Customers' information and right of withdrawal), 17 (Rain insurance), 19 (Applicable law and competent court).

PLACE DATE SIGNATURE _____ / _____ / _____



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