

## GENERAL TERMS OF BUSINESS FOR FOLKERTS TRADING

and its brand names

### TENERIFE WINDSURF SOLUTION and / or DUOTONE PRO CENTER

Folkerts Trading SLU and its brand names Tenerife Windsurf Solution and Duotone Pro Center (FT below) offers the following services:

1. Surfing, kiting, as well as lessons, clinics and courses.
2. Renting-out of watersports equipment as well as other types of sports equipment.
3. Renting-out of storage-containers for windsurfing and kitesurfing equipment.
4. Organizing sporting events, trainings or other related activities.

#### A. CONCLUSION OF THE CONTRACT

1. With this declaration FT offers its party to the contract a binding conclusion of a service and / or a rental contract.
2. The declaration is valid through the party to the contract for all other participants listed in the booking, for whose contractual duties the party to the contract is as responsible as he is for his own obligations, unless he has taken on an appropriately separate obligation through an explicit declaration. For minors the legal obligation comes into effect with the provision of a written agreement made by the legal guardian.
3. The contract comes into effect through its acceptance by FT. This is to be accepted or declined by the party to the contract within 10 days of receiving the offer. Immediately on concluding the contract FT will send the party to the contract a booking confirmation together with the amount to be paid and the payment terms.
4. Should the content of the booking confirmation differ to that of the reservation, then FT has to provide a new offer, which is binding for FT for a period of 10 days. The contract becomes valid on the basis of this new offer when the party to the contract accepts the offer from FT inside the period of 10 days or makes an online booking via the online booking system used on the websites of Tenerife Windsurf Solution and/or Duotone Pro Center Tenerife.

#### B. PARTY TO THE CONTRACT, HIRER, PARTICIPANTS

1. The party to the contract is the person who has undertaken the registration through the website using the online booking system and/or who made a booking without using the online system.
2. The hirer is the person, who has undertaken the registration for the hiring of watersports equipment or a storage box.
3. Participants are the persons for whose contractual obligations the party to the contract stands as he would for his own obligations, including the party to the

contract himself. Participants can only be those who are fit and healthy enough to use the equipment properly without danger to themselves or to others.

4. FT insists categorically that a requirement for taking part in all courses as well as in hiring watersports equipment is the ability to swim unaided in open water for at least 15 minutes. For minors this acknowledgement must be made by the legal guardian, without which the contract for minors is invalid.

#### C. TERMS AND METHODS OF PAYMENT

1. Payment of the invoice total is to be made using the invoice and/or booking number 4 weeks in advance of departure. In the case of a last-minute or online booking, the amount is due immediately. The amounts to be paid are set out in the booking confirmation and or booking system check out.
2. Payment can be made by credit card (only Visa- and Mastercard), by bank transfer or the several options offered by the online booking system. For credit cards FT has set up a secure payment link. Any bank charges due are to be met by the party to the contract.
3. Booking confirmation will be sent out by FT once the invoice / rental amount is paid.
4. Should the party to the contract be in arrears on paying the amount due (non-payment despite reminder with due date) then FT has the right to cancel the contract. On withdrawing from the contract, the party to the contract is liable for an appropriate claim for compensation as per Paragraph 6 section 2. This does not come into effect, if the party to the contract is not responsible for the non-payment.

#### D. SERVICES

The extent of the contracted services can be found in the exact details set out in the booking confirmation.

#### E. CHANGES TO SERVICES AND PRICING

Changes or modifications to particular services in the agreed content of the contract may happen, but they should be reasonable for the party to the contract and occur up to three working days (not including Saturdays and Sundays) before the contract begins.

#### F. WITHDRAWAL BY THE PARTY TO THE CONTRACT

1. A withdrawal by the party to the contract is to be notified to FT in written form (letter, e-mail, Fax).
2. If the party to the contract withdraws from the contract, FT can claim compensation for any outgoings that have occurred. In calculating the compensation, the usual cost savings and other expenditures from the booking process will be taken into account. The amount that can be claimed for compensation will be made on a percentage basis:

- More than 31 days prior to the first rental date 50% of the paid rental fee(s)
- 30 days or less prior to arrival 70% of the paid rental fee(s)
- 7 days or less prior to arrival 100% of the paid rental fee(s)

The party to the contract can contest this, if he can prove that either no - or less - damages occurred than the percentage stated. FT can claim a higher percentage of compensation than the percentages stated, if they can provide proof. Pre-booking of rental gear grants a 10% discount on the on-location price. Lack of suitable conditions (no wind, too much wind or others circumstances) are for risk of the party of the contract. No credits, refunds are given for non-suitable conditions. So, for example, 5 days are pre-booked and paid but only 3 days are being used by the party of the contract there cannot be given a credit for the two non-used days. Only with an official medical statement, showing the disability to use the rented gear can lead to a credit voucher of the remaining days of the booking. This voucher can be used for future rental periods.

#### G. Cancellation, contract change by Folkerts Trading

1. FT can cancel the rental and / or the service contract extraordinarily and without prior notice, if the party to the contract continues to be a nuisance despite an appropriate warning given by the business, or when he breaches the contract in a major way or deliberately endangers others or himself.  
In such a situation FT holds the right to seek a compensatory payment. Any additional costs for a further booking are to be met by the party to the contract or the participant himself. FT however takes into account the value of the saved expenditure as well as their benefits, which can be gained from a further use of the service which has not been taken.
2. For safety reasons such as very strong winds, lightning strike etc, or due to the water sports equipment being wrecked through collision or vandalization caused by the party to the contract or the participant, FT may extraordinarily and without prior notice cancel the contract. In this situation, there will not be a repayment of the paid rental amount.
3. If, following the return of the water sports equipment, it becomes apparent that there is a lack of skills in the party to the contract or the participant in using the water sports equipment safely (poor control of the water sports equipment, failure to observe the safety requirements), or the individual acts against the express request of a member of staff, then FT can extraordinarily and without prior notice cancel the contract. In such a case there is no repayment of the fee.
4. If, under the umbrella of a group a service is booked, where only the party to the contract or the participant can take part, then the lesson length will be reduced from 60 minutes to 45 minutes. FT is obligated to inform the party to the contract /

participant immediately the condition referred to here to shorten the course comes into play.

5. Any payments made for courses which are then cancelled will be proportionately reimbursed with a Credit Voucher by the FT station. This can be used for a future booking when the Credit Voucher is presented to FT. Further demands are not considered.
6. Pre-booking of rental gear grants priority on location bookings and secures equipment during the period of rental. Lack of suitable conditions (no wind, too much wind or others circumstances) are for risk of the party of the contract. No credits, refunds or whatsoever are given for non-suitable conditions.  
So, for example, 5 days are pre-booked and paid but only 3 days are being used by the party of the contract there cannot be given a credit for the two non-used days. Only with an official medical statement, showing the disability to use the rented gear, can lead to a credit voucher for the remaining days of the booking. This voucher can be used for future rental periods.

#### E. COLLECTION AND USE OF RENTED ITEMS

The conditions for this are noted above under number (1) to (3).

#### F. DISCLAIMER

1. FT's responsibility or that of a legal representative or agent for initial or subsequent faults in the water sports equipment or the rented item, whether due to an infringement of contractual or other services, or whether due to a positive infringement of the contract, or responsibility for unofficial use, is excluded with the exception of an exclusion or a limiting of the responsibility for damages due to injury to life, body or health resulting from a negligent breach of duty by FT or a deliberate or negligent breach of duty by a legal representative or agent.
2. The exclusion or a limit to the warranty is not valid for any damages caused by a major negligent breach of duty by FT or from a deliberate or majorly negligent breach of duty caused by a legal representative or agent for FT.

#### G. OBSERVANCE OF SAFETY RULES

1. Every party to the contract / participant must follow strictly the instructions of FT's water sports instructor or an appropriately authorized member of staff. The party to the contract / participant needs to inform themselves of the safety requirements and know the rules for good seamanship for when they are on the water, as well as follow them properly.
2. If the functionality of the water sports equipment is impaired through not following the instructions of the water sports instructor / personnel or through the negligent or

intentional actions of the party to the contract / participant, then the party to the contract / participant has no entitlement to a restitution of the hire charge paid.

3. Damage caused to the water sports equipment through ignoring the instructions of the water sports instructor / personnel or by ignoring the safety rules are to be covered personally by the party to the contract / participant. FT recommends taking out a liability insurance policy that includes coverage for water sports as well as insurance to cover water sports equipment (material insurance).

#### H. APPLICABLE LAW

The parties agree to use Spanish law.

#### I. SEVERABILITY CLAUSE

Should particular clauses in this contract prove to be inoperative and / or unworkable, or should a gap in the total arrangement present itself, then the overall validity of contractual provisions will not be affected. If, in the place of the inoperative provisions or to fill the gap, an appropriate and legally correct arrangement be found, which suits what both parties want financially, or would have expected to be the meaning and purpose of this contract, if they had thought of the point. If required the parties are obliged to make an amendment to this contract.