

General Terms and Conditions of Business

GOOD TIMES INCL

Tyrolian Snowboard School

Benjamin Zanon, Landeck

1. General

Unless otherwise agreed, the general terms and conditions of business, as laid down in the following, apply without exception to all business transactions between the GOOD TIMES INCL snowboard school and its proprietor, Benjamin Zanon, and the customer. The purpose of the company is the running of a one-man ski school for snowboarding. The business activities comprise in particular services such as teaching the skills and knowhow of snowboarding (without guaranteeing the attainment of a certain level of skill) and guiding and accompanying snowboarders.

2. Conclusion of contract for offers, online price queries and prices

Private lessons can be booked on the internet (e-mail queries), on the phone or in person.

Bookings are valid only after confirmed in writing as firmly booked by both the customer and GOOD TIMES INCL. The offers of GOOD TIMES INCL are non-binding. Decisive for the acceptance of a booking and the scope of the service is our written confirmation of the order.

Verbal ancillary agreements or agreements made on the phone become valid only after they have been confirmed in writing by GOOD TIMES INCL. All our prices are in euros. Price lists are subject to change. GOOD TIMES INCL assumes no liability for print errors.

GOOD TIMES INCL assumes no liability for the up-to-dateness, correctness, completeness or quality of the information provided on the Internet. Liability claims against GOOD TIMES INCL arising from any type of material or immaterial damage caused by the use or non-use of the information provided or by the use of incorrect or incomplete information are precluded as a matter of principle, unless the damage has demonstrably been caused by an act of gross negligence on the part of GOOD TIMES INCL.

All offers are subject to change and are non-binding. Good Times Inc. expressly reserves the right to change, supplement or delete parts of its web page or its entire offer or temporarily or definitively close down its web page without prior announcement.

In case of direct or indirect references to external web pages (links) that lie beyond the responsibility of GOOD TIMES INCL, GOOD TIMES INCL shall not assume liability unless it can be shown that prior to including these links on its web page it had gained knowledge of the illegal content of the web pages in question and after gaining that knowledge has grossly negligently failed to prevent or prohibit the use by third parties of the web pages containing illegal content provided that this had been technically possible or reasonable.

3. Terms of payment

Unless otherwise agreed, in case of concluded contracts payment for the services booked shall be made via bank transfer or directly to the snowboard instructor or guide. In case of a customer's payment default GOOD TIMES INCL is entitled to charge interest on arrears at an annual rate of 5%; existing claims for a compensation at a higher interest rate shall not be affected.

4. General conditions of participation

The contract partner is obliged to truthfully and fully inform GOOD TIMES INCL about his/her skills and experience in snowboarding and provide for an equipment fulfilling the technical requirements for a snowboard and appropriate for the external conditions. The customer also commits him-/herself to fully informing GOOD TIMES INCL about his/her physical abilities, especially state of health and any health problems.

Prior to the beginning of instruction the contract partner must have his/her snowboard equipment checked by a specialist. GOOD TIMES INCL assigns participants in snowboard instruction to groups. If it is necessary to downgrade a participant, the contract partner must accept the decision. Otherwise GOOD TIMES INCL is entitled to dissolve the contract.

The contract partner shall follow the instructions given to him/her by GOOD TIMES INCL. If

a caution is disregarded, GOOD TIMES INCL is entitled to immediately dissolve the contract. Participation in the services of GOOD TIMES INCL under the influence of alcohol or drugs entitles GOOD TIMES INCL to an immediate dissolution of the contract. In the described cases of contract dissolution the contract partner is not entitled to any reimbursement of payments made.

Ski pass is not included in the course fee. No liability is assumed for accidents.

5. Provisions on liability

In accordance with the legal provisions GOOD TIMES INCL is liable only for damage that is directly related to the business activities of GOOD TIMES INCL and has been caused intentionally or grossly negligently. An appropriate liability insurance policy exists.

6. Warranty

The contract partner must notify GOOD TIMES INCL of any causes for complaint without delay by e-mail, by phone or in person, so that corrective measures can be taken. In case of a culpable failure to notify there is no entitlement to an abatement of the fee paid. Claims against GOOD TIMES INCL shall be submitted, asserted and substantiated in writing 4 weeks after the occurrence of the cause for complaint at the latest.

7. Withdrawal

The customer has the right to withdraw from a contract for a private course without any cancellation fee 14 (fourteen) days before the beginning of the course at the latest. If the withdrawal occurs 7 (seven) days prior to the beginning of the course, GOOD TIMES INCL reserves the right to charge 50 % (fifty percent) of the fee agreed. If the withdrawal occurs within 7 (seven) days of course beginning, GOOD TIMES INCL reserves the right to charge the full fee for the service booked. During the period of the service booked (failure to participate in an ongoing course) the fee paid will be reimbursed only in case of an accident or illness when the original voucher and a medical certificate issued by a local physician are submitted. The amount to be reimbursed will be calculated on the basis of the services rendered up to that point. The total amount will be reduced accordingly, and higher daily rates can be charged. If the customer fails to turn up at the time agreed, no reimbursement will be made. Course fees do not include the price for using the ski lifts. All costs for using the equipment are borne by the customer as a contract partner. If weather conditions prevent the service booked from being rendered for safety reasons, GOOD TIMES INCL reserves the right to postpone or cancel the rendition of the service. GOOD TIMES INCL shall not offer any compensation for instruction time lost due to a technical failure of the gondolas or the ski lifts.

8. Safety

Course participants are expressly advised that, when snowboarding, all course participants are obliged to wear a certified ski or snowboard helmet intended for that use. The use of additional protective gear such as back and wrist protectors is recommended. In addition, course participants must be acquainted with the content and application of the common FIS piste rules and follow them. (*Bitte den letzten Satz im dt. Text kontrollieren und entspr. Korrigieren.*)

9. Liability provisions

The contract partner of GOOD TIMES INCL is strongly recommended to have a health, an accident, a private liability and a travel health insurance policy. In accordance with the legal provisions GOOD TIMES INCL is liable only for damage that is directly related to the business activities of GOOD TIMES INCL and has been caused intentionally or grossly negligently. GOOD TIMES INCL has an appropriate liability insurance policy in place. GOOD TIMES INCL is not liable for any non-remunerable activities beyond the services agreed (snowboarding, guiding, lessons, splitboarding). In addition, GOOD TIMES INCL assumes no liability if the contract partner gets physically injured, suffers damage or causes any type of damage to other persons or objects in violation of the instructions of GOOD TIMES INCL, of the FIS piste rules, other legal provisions or the provisions laid down in the

present conditions of business.

14. General terms of use (*Bitte ab hier Nummerierung korrigieren oder den Absatz ans Ende verschieben*)

Our general terms of use laid down in the following apply to the equipment provided by GOOD TIMES INCL and, hence, to

- Goodboards – snowboards and splitboards owned by GOOD TIMES INCL Test pool
- Sweetsticks tour poles
- LVS equipment comprising: MAMMUT Barryvox Element LVS device, shovel, probe/sensor
- MAMMUT Ride 3.0 Airbad backpack
- GoPro Action Camera Session5

The customer rents the board at his/her own risk. We expressly stress that we are liable neither for any damage nor for any injury that may occur during the use of the above listed equipment. The costs for repairing the damage arising during the use (begins the moment the equipment is handed out to the customer and ends when the customer returns it to the guide at the end of the day) are covered by the customer. This applies to the costs for repairing the equipment to its full functionality. In case of irreparable damage or loss of the equipment provided by GOOD TIMES INCL the customer shall bear all the costs determined by the original value of the equipment as follows:

- Goodboards – snowboards and splitboards owned by GOOD TIMES INCL Test pool
- Sweetsticks tour poles
- LVS equipment comprising: MAMMUT Barryvox Element LVS device, shovel, probe/sensor
- MAMMUT Ride 3.0 Airbag backpack
- GoPro Action Camera Session5

No liability is assumed for any items left behind.

10. Place of performance

Malsersstraße 30, 6500 Landeck

11. Place of jurisdiction

The sole court of jurisdiction for settling any disputes arising from the present contract shall be the competent court at the domicile of GOOD TIMES INCL in Landeck.

12. Choice of law

Austrian law applies.

13. Legal validity

Should any individual provision of the present terms and conditions be invalid, the validity of the rest of the terms and conditions and of the entire legal transaction will not be affected. The invalid condition shall be replaced by another condition economically closest to it.