

GENERAL TERMS OF PARTICIPATION IN TRANSPORTS ORGANIZED BY TYLKO DLA ORLIC

General Terms of Participation in Transports (hereinafter referred to as the Transport) organised by Tylko dla Orlic (hereinafter referred to as the Organizer), the timetable and the programme of a Transport available on the www.motobirds.com website (hereinafter referred to as the Programme) and the list of items delivered by the client to the Transport (hereinafter referred to as the List) constitute an integral element of the agreement between a client (hereinafter referred to as the Client) and the Organizer (hereinafter referred to as the Agreement).

2. The Organizer provides the Client with an adequate Transport service of the Client's vehicle together with the items specified in the List of Items (hereinafter referred to as the Parcel). The Organizer undertakes to arrange the Transport with due care. If the Parcel consists of the motorbike, for safety reasons it will be packed for the transport to final destination in a special metal crate.

3. The Organizer will inform the Client by e-mail which documents are required for the Transport and when they should be submitted to the Organizer. Failing to deliver these documents or delivering them past due date will be understood as renouncement of participation in the Transport for reasons on the side of the Client.

4. The Client must inform the Organizer about any alterations of personal data no later than within 21 days prior to the Transport start date. If such information is missing or submitted at a date which renders handling necessary Transport arrangements impossible, the Organizer does not assume responsibility for resulting consequences and in particular for the

Client's inability to take part in the Transport and/or the necessity to renounce participation for reasons entirely on the side of the Client.

5. The Organizer will perform all necessary custom clearance and other formalities related to the Transport of the Parcel and its hand over to the Client. The Client shall issue all necessary authorizations necessary for such actions. The costs of such authorizations, including any notary fees shall be borne by the Client and are not included in the Organizer remuneration.

6. The Transporter shall on its cost insure the Parcel for the Transport up to the full value of the vehicle.

7. Because the Organizer, except the vehicle, is not able to verify whether the items delivered for the Transport comply with the List provided by the Client, the Organizer shall not be responsible for such items. In particular, the Organizer shall not be responsible for the items loss or damage. The items are not covered by the Transport insurance. The items are admitted by the Organizer for the transport on the risk of the Client and the Client agrees on it.

8. The Organizer shall load and unload the Parcel to the sea container or appropriately truck. The Organizer takes over the responsibility for the vehicle damages from the loading to the takeover of the Parcel by the Client.

9. Every receipt of the Parcel shall be confirmed by the written protocol.

10. Before reception of the Parcel, the Client shall verify if the vehicle is properly prepared for its use. If the Client has any objections with this respect, he should present them to the Organizer before the takeover of the Parcel. Otherwise the Organizer shall not be liable for any inaccuracies in preparation of the vehicle for its use and their consequences.

11. The Client shall make the photo documentation of the vehicle on the day of its delivery to the Organizer. The photographs shall be delivered to the Organizer via e-mail. The photographs will be the evidence for eventual claims of the Client against Organizer for the vehicle's damages occurred during the Transport, for which the Organizer is responsible.

12. Upon signing-up for the Transport the Client must make advance payment of 30% of the total price of the Transport. Advance payment is required to guarantee participation.

13. The balance amount must be paid no later than 14 days prior to the Transport start date. In a situation of signing-up for the Transport in a

timeframe shorter than 14 days prior to start date the Client must pay the total price without any delay.

14. Payment must be made by wire transfer to the Organizer's account indicated in e-mail exchange with the Client. The date on which money transfer is received on the Organizer's account is considered payment due day.

15. If the Participant does not cover the entire Transport price 14 days prior to the Transport start date the Agreement will be automatically cancelled by fault of the Client. The Organizer reserves the right to deduct all costs that have already been incurred related with the preparation of the Transport from the amount paid.

16. The price of the Transport covers all services described in the Agreement as included in price. The Client will be additionally charged for services described in the Agreement as not included in the Transport price.

17. The price of the Transport defined in the Agreement may be increased if the operational costs, taxes or additional charges such as harbor dues, loading, unloading or reloading charges in sea harbours or at airports go up. Under such circumstances the price of the Transport will be increased by the amount by which the above mentioned costs have grown. The price of the Transport, however, may not be increased in the period of 20 days prior to the Transport start date. The Organizer shall inform the Client about the price increase and its reasons. In such circumstances the Client has a right to rescind the Agreement and shall inform the Organizer thereof. The Organizer will return the Client the amount already paid.

18. The Client may resign from taking part in the Transport at any moment. Formal resignation is performed through e-mail sent to the Organizer's e-mail address. Except the circumstance described in the above paragraph, in the instance of resignation from the Transport the Client receives:

a) a 50% refund of costs incurred when cancelling reservation prior to the 60th day before the Transport start date;

b) a 20% refund of costs incurred when cancelling reservation prior to the 45th day before the Transport start date;

c) a 10% refund of costs incurred when cancelling reservation prior to the 30th day before the Transport start date.

19. The Organizer reserves the right to cancel the Transport:



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a) if the required minimum number of Clients defined in the Programme has not been reached, but no later than 30 days prior to the Transport start date;

b) in the instance of occurrence of force majeure;

c) for reasons beyond the Organizer's control such as decisions of state authorities, riots, strikes, etc.;

If the reasons for cancellation are occurrence of force majeure or lack of the required minimum number of Clients, the Client has no right to demand compensation due to failure to execute the Agreement.

20. The Organizer may not be held responsible for failure to execute or inadequate execution of the Agreement if it was caused by actions or negligence of the Client or in instances of occurrence of force majeure.