

GENERAL TERMS AND CONDITIONS OF SALE FOR 1st JULY 2011

These GTCS cancel and replace the previous GTCS.

Placing an order implies the implicit acceptance without reservations of each of them.

1. ORDERS

For orders to be valid, they must be subject to the sending of a duly completed LAPONIE ICE DRIVING booking form, along with 50% of the VAT inclusive price of the operation. The balance and deposit will be paid on 15th January at the latest, under penalty of cancellation considered tacitly « due to the customer » (see paragraph 3)

2. CANCELLATION OR MODIFICATION OF THE PROVISION

In the case of insufficient drivers or unavailability of infrastructures or any other cases of "force majeure", LAPONIE ICE DRIVING reserves the right to cancel all or part of the program, and inform the drivers not later than 1st January 2012. All the sums received will be reimbursed, and those checks not cashed returned. The clients/drivers may in no case claim any form of compensation. Regarding the vehicles and the driving program itself, in the case of breakdown or unavailability for mechanical reasons or repairs, substitute vehicles will be provided, and may if necessary replace the unavailable vehicle, without the client being able to claim any compensation. In the same way, long spells of bad weather (particularly snow storms or a rise in temperature) or any case of "force majeure" for LAPONIE ICE DRIVING cannot (either directly or indirectly) be held responsible, may imply a shifting of driving times, or even cancellation of part of the service provided, without the client being able to claim any form of compensation. Whatever the case, LAPONIE ICE DRIVING is subject to best effort obligation, and must therefore do everything possible to fulfill the planned program to the greatest extent possible.

3. POSTPONEMENT OR ORDER CANCELLATION

Postponement or cancellation by the client will be subject to the fees shown below.

Before 1st November 2011: 10%

From 1st to 30th November 2011: 25%

From 1st to 30th December 2011: 40% (postponement) and 60% (cancellation)

From 1st to 15th January 2012: 60% (postponement) and 80% (cancellation)

After 15th January 2012: 75% (postponement) and 90% (cancellation)

4. COMPLAINTS

Complaints relative to the quality of the service provided must be sent by registered post with acknowledgement of receipt, within 48 hours of the end of the service under pain of foreclosure.

In the case we deem a complaint justified, our liability is limited to the unfulfilled part of the operation. We will not agree to any compensation either for the expenses that the client may have to bear, or for any other reason.

5. MODIFICATIONS

Any modification requested by the client (particularly regarding dates) must be the object of a confirmation by letter followed by our acceptance, and will be subject to corresponding fees.

6. PRICES

The prices shown in our booking forms and internet site are exclusive of tax. The service, to be carried out on Swedish territory, is subject to Swedish VAT which is therefore applicable at a rate of 25%. For companies subject to VAT (with an official European VAT number), VAT will be neither invoiced nor collected by LAPONIE ICE DRIVING but must be self assessed by the buyer following article 196 of the modified 2006/112/CE directive.

7. CLIENT OBLIGATIONS

The client becomes responsible for the vehicles and facilities made available to him when either he or one of his guests takes the wheel: Transfer of the control of the vehicle implies transfer of risk.

Consequently and as a general rule: He must use the equipment in compliance with the indications of the Instructor and do nothing which may deteriorate it. He must take all useful measures in view of guaranteeing the risks of damage that he or his guests might cause.

The client agrees to respect all the safety instructions given by LAPONIE ICE DRIVING. In the same way, with the liaison vehicles, the client agrees to respect the Highway Code, will not use these liaison vehicles for driving on the tracks and will be directly liable for the damage he may inflict on these vehicles (additional deposit, according to the price of repairs). In the case of non-respect of the safety instructions of the elementary rules of caution on the public highway, but also on the access roads or on the tracks, LAPONIE ICE DRIVING reserves the right to immediately exclude any client he deems dangerous, without the client being able to claim any form of compensation.

8. BREAKAGE, DETERIORATION, SPIN-OUTS AND CONTRIBUTION TO REPAIR EXPENSES.

The client will be liable for all damage to the vehicles or facilities when he/she or his/her guests are driving.

In the case of a MAJOR damage relative to driving mistake on the part of the client or one of his/her guests, the repair costs will be invoiced to him/her totally, but will however be set at a maximum of €5 000€ tax inclusive (the term major damage implies damage other than the simple deterioration of the spoiler, wheel protections, lower floor covering, and body lower panels; are for example considered as major damage, damage caused to the exhausts, radiators, transmissions, running gear, and generally speaking anything mechanical). An extra cost of up to €4 000 in addition to the damage deposit may be claimed from the client responsible on documentary evidence. In no case may the client avoid this additional invoicing.

Likewise all repairs consecutive to damage (whose liability can be attributed to the client or to one of his/her guests) caused to liaison or assistance vehicles, will be re invoiced to the client on documentary evidence.

For « minor » damages (spoiler, body lower panels, coverings, and shovel marks on the paintwork, etc...), a principle of repair pooling is set up: each spin-out will be counted, and a fixed rate of 25€ will be deducted from the sum of the damage deposit cashed, and this for each spin-out, and for the purposes of contribution to repair expenses at the end of the season. The deposit will be cashed on 15th January and the difference reimbursed no later than 30th March. The time spent in repairs and making the track worthy will be deducted from the driving time.

9. LIABILITY

LAPONIE ICE DRIVING may in no way be held liable for accidents occurring during operations. Likewise, LAPONIE ICE DRIVING may in no way be held liable for any physical consequence (backache for example) during or after the service. Lastly, LAPONIE ICE DRIVING may in no way be held liable for the disappearance, deterioration or other damage of any object belonging to the client or his guests.

10. JURISDICTION

In the case of dispute relative to the fulfillment of the order, of all conditions regarding it or litigations; The Commercial Court of our Head Office is the only court having jurisdiction, even in the case of plurality of defendants. Moreover, whatever the country of fulfillment of the service and whatever the nationality of the client, French law alone will prevail.