

General Terms of Business – Element3 Sports

General Terms & Conditions, Regulations and Rental Conditions

1. The rental customer bears full responsibility for borrowed equipment. The equipment is intended solely for the use of the customer in question and may not be sub-rented or lent free of charge to any other persons.

2. The rental equipment is **not insured against breakage or theft**. In the event of theft, an official police report must be filed, and the affected equipment is subject to the following **deductibles**:

WINTER:

SKI/SNOWBOARD PREMIUM	€ 450.-	SKI/SNOWBOARD EXCELLENCE	€ 350.-
SKI PERFORMANCE	€ 250.-	SKI EVOLUTION	€ 150.-
TEENAGER/CHILDREN	€ 90.-	POLES	€ 20.-

For all other items, the customer must pay the fair replacement value! The deductible applies only upon presentation of an official police report.

3. You have the opportunity to insure the items you rent from us. In that case, in the event of theft or damage the insuree will not be required to pay a deductible. If you want insurance, you must apply for it yourself at the cash desk when you pay for the equipment.

Insurance Conditions:

- If any rental equipment is stolen, you must notify the police authorities with jurisdiction where the crime occurred!
- Insurance is not valid without an official report from the local police!
- Insurance is only valid after payment in full of the insurance premium!
- Insurance is valid from the commencement of the rental period for a maximum of 14 days and covers all items rented by the insuree from Element3 Sports.
- Insurance is person-specific and may not be transferred to third-parties!
- Thefts from immovable rooms (ski cellars) and après-ski bars are not covered by this insurance.

4. In the event of theft or loss of a rental item, the customer must always file an official report with the local POLICE.

5. In the event of improper usage of materials and any damage resulting therefrom not covered by a liability agreement, the rental customer will be charged for repairs according to the currently valid price list.

6. The exchange of rental equipment for items of equivalent value is possible 1 time during the life of the contract. In the event of multiple exchanges of rental equipment, a charge of €10 will be paid. Exchanges

for items in higher categories are likewise possible for an additional charge, however any exchanges for items in less expensive categories are not subject to reimbursement.

7. The rental equipment must be paid for up to the day that it is returned. The latest return time is 9:30 AM of the morning of the following day.

8. The rental rate applies only to consecutive days.

9. In the event that the rental equipment is not returned for whatever reason by the day stipulated in the initial rental agreement, the rental business will automatically file a theft complaint against the rental customer on the 7th day that the equipment remains overdue.

10. In the event of illness and/or accident, upon presentation of an official physician's attestation the paid rental price will be reimbursed pursuant to consultation with rental employees.

11. A regular rental agreement is required for mounting, repair and adjustment of ski bindings. By signing the agreement, you declare your consent to having your bindings professionally adjusted according to the manufacturer's instructions and accept the regulations as well as rental conditions.

12. The rental agreement is only possible upon presentation of an ID or credit card. The rental business is entitled to require security in the form of an official document (passport, personal ID, driver's license) or a security deposit. A security deposit is not deemed to be a potential purchase price for the equipment in question.

13. Rentals which begin after 3 PM are only billed commencing with the subsequent calendar day. If rental equipment is returned prior to 9:30 AM, the rental customer will not be charged for the current calendar day.

14. BINDINGS ADJUSTMENTS OF RENTAL SKIS: Ski bindings are manually adjusted according to check-in data and the ISO table. The accuracy of the physical data you provide is essential in order to adjust bindings correctly according to the ISO settings.

15. No liability is accepted for accidents of any kind. In particular, the rental business is not responsible for damage caused by the rental customer having supplied inaccurate information – with particular application to binding adjustments.

16. In the event of willful damage, the rental customer must pay for repair costs. If, due to this reason, repairs are not possible, the rental customer will pay the fair replacement value of the product.

17. Rental charges are determined by the equipment category selected by the customer as well as by the chosen time period of the rental according to the rental rates which may be found on our homepage. Our prices include all taxes in the full amount applicable at the time the rental agreement was entered into.

18. Payment is always on-site at the applicable branch by means of credit card (VISA, MASTERCARD, AMEX), EC-Maestro Card or in cash.

19. Personal Data

Element3 Sports processes personally identifiable customer data solely for the expressed purpose and according to the provisions of applicable statutes. The personal data provided in order to rent equipment is used in order to fulfill and process the contract. This data is treated by us in confidence and is not shared with any third-parties not involved in the ordering, delivery or payment processes.

20. This agreement is subject to Austrian law. Kitzbühel and the local court system (“Bezirksgericht”) have jurisdiction over any and all legal proceedings regardless of what they pertain to.

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