

**GENERAL TERMS & CONDITIONS**  
**of the**  
**Sales/Purchase Agreement**  
**for a 2 Wheels Adventures Travel Services Package**  
no. .... of. ....

**Contracting parties:**

The company SC LUGATHO SERVICES SRL, with offices on Harmanului street, No. 49z, off. 6, RO-500222 Brasov, Romania, with company registration number J08/919/2015, tax identification number RO34619630, bank account number (EUR) RO26BTRLEURCRT0301726101 & (RON) RO76BTRLRONCRT0301726101, open at Transilvania Bank, holder of the Tourism license no. 2334, for 2 WHEELS ADVENTURES represented by GABRIEL NICOLAE ROTAR, in the capacity of GENERAL MANAGER, hereinafter referred to as 2 Wheels Adventures,

and the participant/the participant's representative, Mr./Mrs. .... ,  
residing in. .... , telephone number .....  
..... , holder/s of the identity card/passport series no. .... , issued by.  
..... on. ....

have agreed to enter into this agreement.

**I. Object of the agreement**

1.1. The object of the agreement is the selling, by the tour operator 2 Wheels Adventures of the travel services package, annex to this contract. The annexed travel services package is the result of the participant's requests confirmed by 2 Wheels Adventures.

**II. Reservation & Agreement conclusion**

2.1. The reservation can be made online on the website or through e-mail at [contact@2wheels-adventures.com](mailto:contact@2wheels-adventures.com). The agreement is concluded upon its signing by the participant and the payment of the deposit, in a value of 10% of the full services price, as it had been communicated to the participant in the confirmation of the requested travel services package.

2.3. The agreement terminates as of right once the requested travel services package is supplied.

**III. Agreement price and payment methods**

3.1. The total price of the contract is EUR ..... (incl. 19 % Romanian VAT) and covers the travel services package included in the annex. Any other services, of any nature and not included in the annex shall be separately negotiated by the parties and paid by the participant.

3.2. Payment methods:

- a). 10% of the agreed price shall be paid by the participant as a deposit within 14 days from the booking and the conclusion of this agreement.

- b). 40% of the agreed price shall be paid by the participant no later than 60 calendar days prior to the arrival date.
- c). 50% of the agreed price shall be paid by the participant no later than 30 calendar days prior to the arrival date.

#### **IV. 2 Wheels Adventures rights and obligations**

4.1. 2 Wheels Adventures binds to supply the participant the travel services package undertaken by the confirmation sent to the participant, following the latter's request.

4.2. In the event of a change in one of the agreement's main provisions, such as: included services, travelling dates, accommodation unit category change, 2 Wheels Adventures binds to inform the participant at least 15 days prior to the arrival date.

When the changes on the obligations are due to force majeure situations or circumstances that neither 2 Wheels Adventures nor the services providing partners could foresee or avoid, including, but not limited to: airline, flight schedule or itinerary change, delay in transport, breakdown of the means of transport, car accident, traffic congestion, public road works or repairs), or when the modification of the obligations is due to a third person that has no connection to the supply of services stipulated herein, and the causes leading to the obligations change are unpredictable and inevitable, the communication shall be made in due time, so as to allow the participant to decide whether or not to cancel the travel services package.

4.3. 2 Wheels Adventures may modify the contract price either by increasing or decreasing it, as the case may be, showing at the same time, the price increase or decrease calculation method, only if the change takes place as a result of variation in the transport cost, royalties and fees related to landing, disembarking/embarking in ports and airports, tourist taxes or exchange rates for the agreed travel services package. **The contract prices may not be increased in any case during the 30 calendar days prior to the departure date.**

4.4 If, after the start of the trip, a significant part of the stipulated travel services may not be performed, or if 2 Wheels Adventures finds that it may not perform them, the latter binds:

- a) to provide the participant with appropriate options to continue the trip without an increase in price, respectively, the travel services offered must have the same quality and quantity.
- b) to refund the participant with the amounts representing the difference between the paid travel services and the actual services supplied during the trip.
- c) if appropriate alternatives can't be offered, or if the participant does not accept them for valid reasons, to provide the participant, with no extra costs, the return transportation to the departure place, and, as the case may be, to compensate for the services not provided.

4.5. 2 Wheels Adventures bears the responsibility for the appropriate execution of the obligations undertaken by the agreement, with the following exceptions:

- a) when failure or inappropriate performance of the obligations undertaken by contract is caused due to the participant.
- b) when the failure to fulfill the obligations is caused due to force majeure situations or any other circumstances that neither 2 Wheels Adventures nor the services providing partners may foresee or avoid, including, but not limited to: airline, flight schedule or itinerary change, transportation delay, breakdown of the transport means, car accidents, traffic congestion, public road works or

repairs), failure to meet the minimum group as a result of last-minute withdrawals (if applicable), or failure to obtain visas for all participants. 2 Wheels Adventures is not liable for the prejudice caused to the participant because of flight delays (including charter), luggage loss and any other circumstances that are the sole responsibility of the carrier, under the specific laws.

c) when failure to perform obligations is due to a third party not related to the contracted services supply, and the causes that brought about the non-fulfillment of the obligations are unpredictable and inevitable.

4.6. 2 Wheels Adventures has the obligation to provide the participant in writing or by any electronic means agreed upon in writing with the latter (e-mail, fax, text messages, etc.) 7 days, but no less than 3 days prior to the departure day, the following information:

a) if applicable in that specific case, the schedules, stop-overs, and connections, and, as the case may be, the seat that the participant has in each of the included transportation means.

b) if applicable the guide's contact details, an emergency phone number to contact 2 Wheels Adventures, the 2 Wheels Adventures headquarters address, its phone and fax numbers, the e-mail addresses of 2 Wheels Adventures local office.

c) if applicable in that specific case, for the travel of unaccompanied minors, information that would enable the parents to establish direct contact with the child or the person in charge at the child's accommodation place.

4.7. 2 Wheels Adventures binds to provide prompt assistance to the participant in difficulty, in the force majeure situations or a situation that neither 2 Wheels Adventures, nor the services providing partners could have foreseen or avoided, despite all efforts.

4.8. 2 Wheels Adventures bears the right to cancel the departure of a tour on a set date, up to 35 days prior the departure date, given the minimum participation number hasn't been reached. In this case 2 Wheels Adventures must inform the tourist in maximum 24h and offer the participant with an alternative departure for a similar services package. If not possible to offer an alternative departure or if the participant is not accepting for valid reasons an alternative departure date, 2 Wheels Adventures binds to reimburse immediately the entire amount paid by the participant until the date of the cancellation.

4.9. 2 Wheels Adventures bears the right to replace the selected tracks of an itinerary with alternative tracks, in case of dangerous riding conditions on roads/tracks with major surface damages caused by floods or earth slides, occurred between the booking date and departure date or during the tour is taking place, as well as in case of road closures announced after the booking date, or departure date.

4.10. If the travel services package also includes a rental motorcycle, 2 Wheels Adventures binds to comply to its obligations as per the motorcycle rental terms & conditions detailed in Annex 1.

4.11. If the travel services package also includes a rental bicycle, 2 Wheels Adventures binds to comply to its obligations as per the bicycle rental terms & conditions detailed in Annex 2.

4.12. In the event, the participant, repeatedly ignores the local rules, regulations, health restrictions, instructions given by the joining 2 Wheels Adventure Managers, etc., or if his actions are threatening the safety of other participants and third parties, as well as if the property of 2 Wheels Adventures, of services providing partners, or third parties is damaged through the actions

of the participant, 2 Wheels Adventures bears the right to immediately remove the participant from the group and immediately cancel /unilaterally terminate the contract, without any reimbursement obligation towards the participant.

#### **V. Participant rights and obligations**

5.1. If the participant is not able to take the trip, irrespective of the reasons for it, the later may assign the contract to a third party that meets all the conditions applicable to the contracted travel services package, under the obligation to notify 2 Wheels Adventures in writing, at least 7 days prior to the arrival date. In this case, the participant that cannot participate in the contracted travel services package (the assignor), the third party (assignee) and 2 Wheels Adventures (assigned debtor) shall enter into an assignment agreement about the contracted and assigned travel services package. The responsibility of concluding an assignment agreement rests, as the case may be, either with the assignor or the assignee, but never with 2 Wheels Adventures (the assigned debtor). The participant that assigns its package travel, as well as the assignee is jointly and severally liable for the travel price, as well as any additional costs incurred on the occasion of the assignment.

5.2. Unless otherwise notified, the participant has the obligation to respect the following accommodation services schedule: the check-in is usually performed at 2.00 pm, while the check-out, usually at 12.00 p.m. These hours may vary according to each accommodation unit policy, the tourist being informed of these aspects upon arrival at the accommodation unit, either verbally, by the staff, or by a visible display at the unit's reception. Any additional costs, resulting from the failure to vacate the room by no later than the above-specified hours shall be borne exclusively by the participant.

5.3. If the prices stipulated in the contract are increased by more than 8%, regardless of the reasons, the participant may cancel/unilaterally terminate the agreement without any obligation towards 2 Wheels Adventures, being entitled to an immediate reimbursement of the paid amounts, by 2 Wheels Adventures.

5.4. The participant must notify 2 Wheels Adventures within 5 days from the reception of the notification stipulated in chapter IV 4.2 its decision to opt for:

- a) Agreement rescission/unilateral termination, without the payment of penalties; or
- b) Acceptance of the new agreement terms.

5.5. If the participant decides to take the travel services package that was modified as described in chapter IV art. 4.2, it is considered that all changes were accepted, and that the participant may not claim further damages due to such changes.

5.6. If the participant cancels/unilaterally terminates the agreement on the grounds of art. 5.4, or if 2 Wheels Adventures cancels the travel services package before the departure date, due to the need of extremely modifying the contractual obligations under chapter IV art. 4.2 or 4.8, the tourist is entitled:

- a) to accept, for the same price another travel services package, equal or superior in quality, offered by 2 Wheels Adventures.



b) to accept a lower quality travel services package offered by 2 Wheels Adventures, with the immediate reimbursement of the price difference, that is, the reimbursement of the price difference between the two packages, upon conclusion of the new services agreement.

c) to be immediately reimbursed for all amounts paid under the agreement.

5.7. The participant has the right to cancel/unilaterally terminate the contract at any time, totally or partially and, if the cancellation/unilateral termination is attributable to him, it has the obligation to compensate 2 Wheels Adventures for the prejudice caused, as per the provisions of chapter VI, except for the force majeure situations, as defined by law. The compensation may rise to the maximum price of the contracted package travel.

5.8. If the participant chooses to move to another hotel than the initially contracted and paid for, the financial responsibility for the renouncement lies with him. 2 Wheels Adventures shall solve the participant's request to the best of its abilities, the possible price differences being borne by the participant.

If the participant requests a groundless change of the hotel, the room structure or any of the services, refusing to pay the additional costs that may incurred, this is equivalent to the contract cancellation/unilateral termination, subject to the penalties stipulated by chapter VI at that moment and the conclusion of a new contract, respectively.

5.9. The participant has the obligation to present his identification papers at the accommodation unit's reception, as well as the voucher issued by 2 Wheels Adventures (if applicable), to receive the travel services.

5.10. The participant agrees that the purchase/reservation of services that are not part of the concluded contract and are not rendered/intermediated by 2 Wheels Adventures represent the exclusive responsibility of the local providers, are governed by the laws of the destination country, and that 2 Wheels Adventures bears no responsibility of the respective services rendered.

5.11. If additional formalities are necessary for travelling (as, for example, travelling with under-aged children, or a change of the participant's name because of marriage/dissolution of marriage, etc.), the latter has the obligation to fulfill all legal requests. For optimum information 2 Wheels Adventures recommends accessing the Border Police website. If the participant fails to comply with the obligation to inquire about the additional formalities necessary for the trip that are not 2 Wheels Adventures responsibility (as, for example, visas or, in case of travelling with under-aged children, a power of attorney of the parent or legal representative not accompanying the child, or any other additional documents - by way of example) 2 Wheels Adventures shall not be held liable in case of failure to travel.

5.12. 2 Wheels Adventures recommends participants to get in contact with the company 24 hours prior to their arrival date, to reconfirm the arrival details (landing time, eventual flight schedule changes, etc.).

5.13. In case one person or a company is booking a travel services package for a group of participants, the contractual conditions are automatically extended to the entire group for which the services have been booked and paid.

5.14. The participant must use the transportation means, the hotel room and any of 2 Wheels Adventures and of services providing partners property as a good owner, according to their

purpose. 2 Wheels Adventures shall not be held liable for any damage or injuries suffered by the participant because of failure to observe this paragraph.

5.15. The participant must respect the arrival/departure place, date, and time, as well as the places, dates and times set forth during the contracted travel services package schedule. All costs and damage incurred because of the participant's non-observance and non-respecting of the provisions regarding the meeting places and schedules shall be borne by the latter.

5.16. The participant binds to respect the laws, regulations, health restrictions, etc. of the state in which the travel services package takes place, as well as not to cause through his actions any damage to the natural surrounding or third parties and takes full responsibility for the consequences of his own actions. 2 Wheels Adventures shall not be held liable for any damage or injuries suffered by the participant or caused by the participant to third parties, due to non-compliance to this paragraph.

5.17. If the participant who entered the territory of the state in which the travel services package takes place refuses to return to its country of origin and the authorities of that country incur expenses of any type with the respective participant, the latter has the obligation to bear these expenses.

5.18. The participant must have a valid travel insurance policy and to present it, if requested by 2 Wheels Adventures. The participant has the obligation to hold an insurance policy that covers high-risk sports activities, motorcycling or cycling being specifically nominated. The participant must assess at all times the risks level of the activities he is participating at, as well as if his skills level would permit the safe completion of this activities. In the case the participant has decided, by considering his skills level, that it would be safer for him to skip one or the other activities, 2 Wheels Adventures doesn't bind, but out of courtesy, if possible and if not cost exceeding, will do its best to offer the participant with an alternative activity appropriate to the skills level of the participant.

To avoid any interpretation, 2 Wheels Adventures shall not be held liable in any situation for eventual expenses related to medical assistance, special medical transportation, hospital stay, quarantine, repatriation, regardless of the reasons that caused such circumstances. The participant is under the obligation to make sure, prior to the arrival date, that the insurance policy issuer covers all these costs.

Any activity involving maneuvering motorcycles or bicycles shall be carried out only after the participant has presented the insurance policy to the organizer (if requested) and has signed a Liability Waiver, taking on full responsibility for any damage caused by himself to the rental motorcycle/bicycle (if the case), to his own person or to third parties.

5.19 If the travel services package also includes a rental motorcycle, the participant binds to comply to his obligations as per the terms & conditions of the motorcycle rental agreement detailed in Annex 1, which has to be signed individually by each participant.

5.20 If the travel services package also includes a rental bicycle, the participant binds to comply to his obligations as per the terms & conditions of the bicycle rental agreement detailed in Annex 2, which has to be signed individually by each participant.

## **VI. Cancellations, penalties**

6.1. If the participant, out of his own fault, cancels the agreed travel services package, except for the force majeure situations as defined by law, 2 Wheels Adventures shall charge the following penalties:

- a.) the value of the deposit, if the cancellation occurs up to 60 days prior to the arrival date
- b.) 50% of the total price, if the cancellation occurs within 30 to 15 days prior to the arrival date.
- c.) 75% of the total price, if the cancellation occurs within 14 to 7 days prior to the arrival date.
- d.) 100% of the total price, if the cancellation occurs less than 7 days prior the arrival date.
- e.) 100% of the total price in case of NO-SHOW, or if the participant's personal documents necessary for travelling do not comply with the law and the participant is denied entrance to the territory of the state in which the agreed travel services package is taking place.

6.2. If the participant who purchased a travel services package with 2 Wheels Adventures and has paid a deposit does not meet the deadline specified in Chapter III., art. 3.2. b). & c)., the contract shall be deemed terminated as of right and 2 Wheels Adventures is entitled to cancel the reservations made for the participant, while charging the penalties set forth at Chapter VI art. 6.1..

6.3. In case an embassy denies an entry visa for the execution of the agreed travel services package, the participant shall be charged all taxes due by 2 Wheels Adventures to the direct service providers, as well as its own operating expenses.

6.4. The participant must submit in writing, by e-mail or fax, the travel services package cancellation request to 2 Wheels Adventures, where the services were paid. Otherwise, the cancellation request shall not be taken into consideration.

6.5. 2 Wheels Adventures shall not be held responsible for strikes, political conflicts and wars, catastrophes, public danger, epidemics/pandemics, terrorist attacks, international embargo, or when airlines set liability limits. All these situations that are not attributable to any party are considered force majeure situations and exempt 2 Wheels Adventures from responsibility.

As flexible as 2 Wheels Adventures is being in relation to future travel, we highly recommend that you take in consideration a comprehensive travel insurance, including "cancel for any reason" to ensure any funds lost can be recovered. There are many travel insurance providers that can cover some or all Covid-19 related reasons for cancelation. If you need more information on this, please contact your insurance specialist for more details.

6.6. All amounts representing penalties shall be charged by 2 Wheels Adventures from the deposit or the total price of the travel services package paid by the participant, without the intervention of the law courts.

## **VII. Complaints**

7.1. If the participant is dissatisfied with the provided travel services, it has the obligation of drawing up a clear and precise written notification on site, about the deficiencies found in relation to the execution of the agreed travel services package, that shall be promptly sent to both the representative of 2 Wheels Adventures, as well as to the travel services provider (the restaurant or hotel management, etc.).

2 Wheels Adventures contact data:

Telephone number: +40 735 55 77 96

E-mail: [gabriel.rotar@2wheels-adventures.com](mailto:gabriel.rotar@2wheels-adventures.com)

7.2. Both 2 Wheels Adventures as well as its travel services providing partner, shall immediately act to solve the notification. If the notification is not solved, or it is partially solved, the participant shall deliver to 2 Wheels Adventures offices a written complaint within maximum 5 calendar days after the end of the trip, and 2 Wheels Adventures shall notify the participant, within 30 calendar days, about the compensations the latter is entitled to, as the case may be. 2 Wheels Adventures shall grant compensation solely according to the non-compliance level of the contractual obligations.

#### **VIII. Bankruptcy Insurance**

8.1. 2 Wheels Adventures is ensured for the participant's reimbursement of the agreed travel services package paid price and/or repatriation expenses (if applicable), in the case of 2 Wheels Adventures insolvency or bankruptcy, with the insurance policy I / 55417 valid up to 17.11.2022, issued by the Insurance Company OMNIASIG VIENNA INSURANCE GROUP, with offices in *Aleea Alexandru, No. 51, Bl. Sect. 1, Bucuresti, Romania*.

#### **IX. The agreement's documents represent its annex, and are the following:**

- a) The travel services package description that contains the proposed and accepted itinerary & activities, as well as details of the included services, and their price.
- b) The Annex 1 or Annex 2, detailing the motorcycle / bicycle rental terms & conditions, in case the booked travel services package includes a rental motorcycle / bicycle.
- c) 2 Wheels Adventures catalogues/leaflets/offers/other documents, etc., made available to the tourist, either in print or electronically.

#### **X. Final provisions**

10.1 This agreement was concluded in two copies, one for each party.

10.2. The selling of the travel services package shall be carried out in compliance with this agreement's provisions and keeping to the provisions of the Romanian Government Ordinance no. 107/1999.

10.3. All accommodation units, as well as all transportation means are classified by the competent authorities of the countries of destination, according to the internal procedures and local norms, if there are, that differ from one country to another and from one type of destination to another.

10.4. The participant states that the travel agency 2 Wheels Adventures has fully informed him with regard to the selling conditions of the travel services package, in accordance with the provisions of the Government ordinance no. 2/2018. By signing this contract or by accepting the travel services package, including those purchased at a distance by electronic means, the participant agrees and is informed about the travel services package general terms & conditions, in accordance with 2 Wheels Adventures offer.

10.5. The disputes arising between the parties shall be settled amicably, otherwise, the parties understand to submit them to the competent law courts of Romania.



10.6. The agreement shall be interpreted in accordance with the Romanian law.

10.7. All informational content, as can be seen or heard on the website [www.2wheels-adventures.com](http://www.2wheels-adventures.com) including the graphic layout, images, illustrations, graphics, audio or video clips, text and trademarks, or the content of any files received by the participant from 2 Wheels Adventures, are the subjects of trade, service marks, copyright and/or other intellectual property rights or are subjects to licenses owned by the supplier or its affiliates or other third parties who have licensed their material to 2 Wheels Adventures. The entire content of the website or any other files received by the participant from 2 Wheels Adventures, is owned by 2 Wheels Adventures and is subject to the copyright laws from Romania. 2 Wheels Adventures owns the copyright for the selection, coordination, arrangement and updating of the entire content of the website. The logos, the names of the products that are not the property of 2 Wheels Adventures, are the property of their respective owners.

2 Wheels Adventures assumes the right to modify, remove or replace sections of the website and to modify at any time the Terms and General Conditions without prior warning, except the event when there is already a contractual relationship between 2 Wheels Adventures and the participant, case in which the participant will be notified as per Chapter IV, V and VI.

The use of the website (access, browsing and registering of a user account on this website) constitutes an implicit agreement and compliance with the Terms and Conditions set in the table of contents of this document, with all the effects and consequences arising from it.

**2 WHEELS ADVENTURES**  
SC LUGATHO SERVICES SRL

**PARTICIPANT**

## ANNEX 1

### TERMS & CONDITIONS MOTORCYCLE RENTAL AGREEMENT

#### 1. DEFINITIONS

**Supplier** – SC LUGATHO SERVICES SRL, with offices on Harmanului street, No. 49z, off. 6, RO-500222 Brasov, Romania, with company registration number JO8/919/2015, tax identification number RO34619630, bank account number (EUR) RO26BTRLEURCRT0301726101 & (RON) RO76BTRLRONCRT0301726101, open at Transilvania Bank, holder of the Tourism license no. 2334, for 2 WHEELS ADVENTURES represented by GABRIEL NICOLAE ROTAR, in the capacity of GENERAL MANAGER.

**Beneficiary** – Mr./Mrs. ...., residing in. ....  
....., telephone number ..... , holder/s of the identity card/passport series no. .... , issued by..... on.....  
..... who benefits from the services offered by the Supplier, in accordance with the general terms & conditions of the Sales/Purchase Agreement and the terms & conditions of this agreement.

**Agreement** – the motorcycle rental agreement concluded between the Supplier and the Beneficiary.

**Rental Duration** – the length calculated in periods of 24 hours starting at the exact date and time of the receipt of the motorcycle, accessories, and motorcycle key and documents by the Beneficiary up to the date and time of return or recovery by the Supplier of the motorcycle, of the motorcycle accessories, keys and documents in the same aesthetics and function like at the date of the receipt (except the normal wear) as agreed at paragraph 3.

**Motorcycle** – the rental vehicle identified at paragraph 4 of the Agreement by chassis number and registration number.

**Accessories** – means, but it is not limited to GPS (global positioning system), storage boxes, bags, waterproof (roll bag), rain suits, helmets, or other accessories (offered) by the Supplier and listed in paragraph 4 of the Agreement.

**Services** – all the services provided by the Supplier of the Beneficiary including, but not limited to rental of the motorcycle (e.g., voluntary complementary insurance, the right to leave the territory of Romania at the rented motorcycle handlebars, the Prepaid Fuel Option and others).

**Safety deposit** – the amount retained by the Supplier from the Beneficiary at the time / before the motorcycle is handed over to the latter, a guarantee for compliance with the obligations assumed by the Beneficiary in accordance with the Agreement.

**Additional authorized rider** – any person, except the Beneficiary, who is allowed by the Supplier to drive the motorcycle, which are applicable to the provisions of the Agreement and is held to observe the present General Terms and Conditions, as well as the applicable laws.

## 2. BENEFICIARY ELIGIBILITY CONDITIONS

For concluding this Agreement with the Supplier, the Beneficiary must meet the following cumulative conditions:

- to make proof of possession of a driving license valid for category A (motorcycles) unrestricted in any way within the validity period of the renting period, owned by more than one year and valid to drive motorcycles in the countries where the rented bike shall be used.
- to be 25 years of age at the date of signature of the Agreement.
- to submit this permit together with an ID (national identity card or passport) within the validity period of the Agreement.

The Beneficiary agrees that the Supplier will keep a copy of these documents for the settlement of cases that may occur at a later date since the termination of the Agreement (fines, etc.).

## 3. RENTAL DURATION

PICK - UP		DROP - OFF	
Date:		Date:	
Time:		Time:	
Location:		Location:	

## 4. MOTORCYCLE, ACCESORRIES AND PRICE

MOTORCYCLE / ACCESORRIES	DAYS	PRICE	VALUE

TOTAL VALUE INCL. 19% VAT	
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SAFETY DEPOSIT CASH/ CARD	
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MOTORCYCLE / ACCESSORIES AESTHETICS	
PICK-UP	DROP-OFF

## 5. SAFETY DEPOSIT

The amount representing the safety deposit is blocked on the credit card of the Beneficiary or is presented in cash at the time of the takeover of the motorcycle, the motorcycle accessories, documents and the key. The safety deposit is unlocked/returned within 7 calendar days after the date of return or recovery by the Supplier of the motorcycle, the motorcycle accessories, the keys and the documents in the same aesthetics and function as at the date of the takeover by the Beneficiary (except the normal wear).

The establishment of this Safety Deposit is a compulsory element of the agreement. The Safety Deposit can vary, depending on the type of the rented motorcycle and of the chosen services. The exact amount of the Deposit will be communicated to the Beneficiary at the time of the reservation/booking and will be retained by the Supplier in accordance with the provisions of the present agreement.

If a new agreement is reached between the Supplier and the Beneficiary for the length extension of this agreement, and the prolongation of the agreement differs from the initial one, the safety deposit will be changed according to the new conditions and the new amount will be retained by the Supplier before the continuation of the agreement, if the case.

The Supplier bears the right to withhold any amounts from the deposit representing the counterpart of damages incurred during the rental period, as well as any amounts to be paid by the Beneficiary to the Supplier according to the agreement, including but not limited to:

- the loss or destruction of the documents or of the keys of the motorcycle.



- the use of another fuel than the one mentioned in the technical documentation of the motorcycle.
- unauthorized use of the motorcycle as it is described in the paragraph 7.
- erroneously calculation of the gauge by the Beneficiary.
- the value of the recovery and towing the motorcycle in case the clauses of the Agreement are not respected.
- fees, fines, penalties and legal expenses caused by the non-compliance with the Agreement, the Road Code, the laws, rules and norms in the countries where the motorcycle has been used.
- return or abandoning of the motorcycle, accessories, of the motorcycle papers and of the key in another place than stipulated in the Agreement.
- the non-payment of the road fines collected by the Beneficiary while driving the motorcycle, fines which were transmitted directly to the Supplier, if the beneficiary has not forwarded to the Supplier the proof of the payment of such fines.

## **6. TAKING OVER AND RETURNING THE MOTORCYCLE AND ACCESSORIES**

6.1 If the Beneficiary has booked a 2 Wheels Adventures travel services package which includes also the rental motorcycle, the takeover and the return of the motorcycle, the accessories, the motorcycle documents and the key is going to be logistically organized by the 2 Wheels Adventures staff, mostly, the pick-up / drop-off point being at the hotel where the 2 Wheels Adventure starts/ends, or at another place communicated in the booking confirmation documents. The Beneficiary binds to comply with the instructions given by the 2 Wheels Adventure Staff and to respect the motorcycle takeover/return schedule. In case of failure to comply with the above, the Beneficiary will support the consequences, as per this agreement, described at paragraph 6.2.

6.2 In the event, the Beneficiary has booked a rental bike only:

The takeover and the return of the motorcycle, the accessories, the motorcycle documents and the key shall be done on the dates, the time and the location written in the agreement.

The grace period for returning the motorcycle, the accessories, the motorcycle documents and the keys is of maximum 3 hours. In case of overrun of the grace period, the beneficiary will pay to the Supplier the equivalent value of a rental day. If the grace period is exceeded with a period beyond 21 hours, the Supplier bears the right to inform the police competent bodies.

Taking over and returning of the motorcycle, the accessories, the motorcycle documents and the key can be made at the Rental Office or at another commonly approved place.

For taking over or returning the motorcycle, the accessories, the motorcycle documents and the key at a commonly agreed location, other than the Rental Office, the Beneficiary will be

charged by the Supplier, before the beginning of the rental period, with a shipping fee of 25 euro plus 0.35 euro/km.

In case the takeover or the return of the motorcycle, the accessories, the motorcycle documents and the key is made by the beneficiary in another location, then the agreed one, the Supplier bears the right to recalculate the above-mentioned shipping fee, as well as to retain from the safety deposit the amount representing the recalculated transportation fee.

By returning or abandoning the motorcycle, the accessories, the motorcycle documents and the key in another place than stipulated in the Agreement, the Beneficiary is under the obligation to pay to the Supplier any amount which can be proven with documents, the latter is forced to spend for the recovery of the motorcycle, of the accessories, of the motorcycle documents and of the key. In this event, the Supplier bears the right to retain the amount from the safety deposit, or to charge the Beneficiary with the any amount representing the recovery expenses, if the amount of the safety deposit is exceeded.

## **7. LIMITATIONS OF THE USE AND TERMINATION OF RIGHT OF USE**

The Beneficiary binds to accept all the consequences of the unauthorized motorcycle use. Unauthorized use includes, but is not limited, to the following cases:

- making any modifications or repairs on the motorcycle or the accessories (modification of the no. of km, repairs of any kind, any damages, etc.).
- the motorcycle sublet by the Beneficiary, with the exception of a written agreement given by the Supplier.
- allowing another person than the Beneficiary and the additional authorized driver to drive the motorcycle.
- using or allowing the use of the motorcycle for illegal activities, or in an illegal, irresponsible manner.
- using or allowing the use of the rented motorcycle in racing or races of any kind.
- using or allowing the use of the motorcycle for towing or pushing objects of any kind.
- transportation of a higher number of passengers than the maximum number permitted under the technical specifications of the motorcycle.
- exceeding the maximum permissible load of the motorcycle as it is provided in the registration certificate of the motorcycle.
- driving or allowing any person to drive the motorcycle under the influence of alcohol, drugs, narcotic substances of any kind or being under a medication that may reduce the capacity to drive, even if that person has the recipe for the medication and is under treatment.
- passing or allowing any person to cross with the motorcycle the borders of the country where it has been declared to be used, except the written consent of the Supplier, or if the

Beneficiary has booked a guided 2 Wheels Adventure which includes multiple countries itinerary.

- driving or allowing any person to drive the motorcycle outside the public roads, except the Supplier has given a written consent for the off-road use of the motorcycle, or the Beneficiary has booked a guided 2 Wheels Adventure which includes off-road tracks.
- driving or allowing any person to drive the motorcycle by using a fake name, a fake address, with invalid permit or which expires within the rental period or of any person who obtained the motorcycle key without the motorcycle supplier's agreement.
- using or allowing the use of the motorcycle for the transportation of explosives, chemicals, corrosive or hazardous materials or of any other unauthorized materials by the Supplier.
- using or allowing any person the use of the motorcycle to teach other persons to drive a motorcycle.

The unauthorized use renders the termination of the agreement under, the Supplier bearing the right to ask the Beneficiary for compensation related to the prejudice caused as a result of unauthorized use. The supplier shall not be held liable for any damage or injuries suffered by the beneficiary or caused by the beneficiary to third parties, due to non-compliance to this paragraph, the Beneficiary being the sole responsible and will solely support any kind of consequences of the unauthorized use of the rented motorcycle.

## **8. FUEL POLICY**

The motorcycle is delivered to the beneficiary with full tank and has to be returned to the supplier with full tank. If the bike is not returned with a full tank, the Beneficiary will be due to the Supplier with a penalty of 30.00 Euro which the Supplier is entitled to withhold from the Safety Depot.

## **9. OBLIGATIONS OF THE SUPPLIER**

The Supplier is under the obligation:

1. To comply with the terms and conditions of this agreement.
2. To provide the Motorcycle and its accessories in the proper technical condition, so that the technical condition of the rented motorcycle and its accessories does not jeopardize in any way the physical integrity and the life of the Beneficiary.
3. To provide a prompt assistance to the beneficiary, in case an unforeseen technical issue is reported during the rental period (e.g., tire damage, etc.)
4. To have a prompt reaction and provide assistance, if the case, in the event the beneficiary, reports an accident, an act of vandalism, theft or any event which may cause / has caused damage to the motorcycle, engine and its accessories.
5. To return the safety deposit, after the beneficiary has returned the motorcycle, the accessories, the motorcycle documents and the key as per paragraph 5.

## 10. OBLIGATIONS OF THE BENEFICIARY

The beneficiary is under the obligation:

1. To comply with the terms and conditions of this agreement.
2. To use the motorcycle and its accessories with the prudence and diligence of a good owner.
3. To pay to the Supplier the price of the agreement, as well as any additional costs required by the Supplier, justified with documents, in accordance with the terms and conditions of this agreement.
4. To return the motorcycle, the accessories, the key and the documents, in the same aesthetics and function as the receipt date (except for the normal wear).
5. To comply to the traffic rules and to avoid any situation that could cause damages to the motorcycle, engine and its accessories and/or third parties and to be liable for any contravention fines and/or fines/fees for the use of parking lots. In the event, the Beneficiary was fined while driving the motorcycle during the rental period, he binds to submit to the supplier the proof of the payment of the fine.
6. In the event, of an accident, an act of vandalism, theft or any event which may cause damage to the motorcycle, engine and its accessories, the beneficiary binds to notify the competent authorities immediately by calling the emergency number 112 and the Supplier, and to obtain the report of the findings of the event, as well as all other appropriate documents (e.g. repair authorization, copy of the civil liability insurance of the guilty party, etc.). The Beneficiary binds to transmit to the Supplier the above-mentioned documents within 48 hours from the event.

## 11. LIABILITY

The Supplier is exclusively responsible for the damages caused to the Beneficiary from intention or serious guilt, provided that the Beneficiary proves both damage and serious intent or guilt.

Any claim, against the supplier having connection with a damage broth to the beneficiary by the supplier, may be made in writing only, at the email address [contac@2wheels-adventures.com](mailto:contac@2wheels-adventures.com) not later than 30 (thirty) days from the date of the damage.

The beneficiary is liable for any direct, indirect, incidental, special, consequential, damages caused to the supplier including, but unlimited by:

- damage to the motorcycle, to the accessories, to the documents and to the motorcycle key.
- road accidents caused by the Beneficiary.
- Death, injuries or damages to third parties caused by the beneficiary, as a result of driving the rented motorcycle, etc.



## 12. INSURANCE

The motorcycle civil liability insurance covers the damage caused as a result of an accident caused by the insurance holder (or his representative – the Beneficiary) within the limit of 1,000,000 Euros compensation for pecuniary damage and of 5,000,000 Euro compensation for bodily injury and decease.

The liability insurance is mandatory and is included in the rental price of the motorcycle. The liability insurance does not cover the beneficiary's personal damage or loss/damage to personal property.

The comprehensive insurance is an additional service provided by the Supplier to the Beneficiary for an additional fee and it is not included in the rental price of the motorcycle.

The comprehensive insurance coverage is valid if following conditions are met:

- The beneficiary submits to the supplier the crash report (the report of findings of the accident) and the repair permit issued by the police inspectorate within the city where the accident happened, together with all the details (brand, type and registration number of the other vehicle involved, witnesses, etc.).
- The insurance company will not compensate the supplier if the incident was caused by the beneficiary while driving the motorcycle without respecting the physical and mental conditions stipulated in the Road Code for driving on the public roads (e.g. fatigue, driving under the influence of alcohol, drugs or medication affecting the driving capacity, etc.);
- The collision, theft, acts of vandalism, fire or other damage suffered by the motorcycle and the accessories are not a result of an unauthorized use, as stipulated in paragraph 7.

In case the beneficiary is requesting and paying the additional fee for the optional comprehensive insurance, the beneficiary will be liable for the payment of the possible damage within the limits of the Safety Deposit.

The Supplier recommends to the Beneficiary to have also a travel insurance policy that covers damages to rented vehicles.

The recovery of a damaged motorcycle is not included in the insurance, the Supplier bears the right to charge the expenses to the beneficiary as per paragraph 6.2.

## 13. PENALTIES

The Beneficiary is under the obligation to pay penalty amounts according to the following provisions:

- The cancelation penalties will be charged by the Supplier according to cancelation penalty policy, detailed in chapter VI of the General Terms & Conditions, in the event, the beneficiary, out of his own fault, cancels the reservation of the rental motorcycle, except for the force majeure situations as defined by law.

- the loss or destruction of the motorcycle key or documents - 250.00 Euro.
- the equivalent value of the motorcycle and accessories repair costs in case of use of any other fuel than the one indicated in the technical documentation of the motorcycle.
- the equivalent value of the motorcycle and accessories repair costs, or claims incurred as a result of the unauthorized use.
- the equivalent value of the motorcycle and accessories repair costs in case the damage is the result of the beneficiary's wrong gauge calculation.
- the value of the fees, fines, penalties and legal expenses caused by non-compliance with the agreement, of the Road Code, the laws, rules and norms in force in the countries where the motorcycle has been used during the rental period by the beneficiary.
- the value of the motorcycle and accessories repair costs if the Beneficiary cannot provide the Supplier with the documents issued by the police (the report and the repairs authorization) in the event of an accident resulting in damage to the motorcycle and the accessories.
- the equivalent value of the motorcycle and accessories repair costs, of damages caused due to the beneficiary's fault, in case the optional comprehensive insurance hasn't been requested and paid and the value of the repairs are exceeding the safety deposit.

The value of the motorcycle and accessories repair costs mentioned above will be calculated based on an estimation made by authorized service units, at the free choice of the Supplier.

All due amounts for the Beneficiary to the Supplier, arising from the situations mentioned above, will be charged by the same electronic methods used by the Supplier to charge the beneficiary for renting the motorcycle. The Beneficiary agrees to expressly authorize, by signing this agreement, the acceptance of the Terms and Conditions of the rental agreement, as well as the collection of the involved amounts by the supplier, as described above. The Supplier shall notify the Beneficiary about the collection and the reason of the penalty amounts, offering proving documents to the Beneficiary, to justify the charge.

The Supplier bears the right to charge the Beneficiary, as compensatory restraint amount for the repairs period, the equivalent value of a rental day for each 8 hours of working time, as per the repair estimation, or the repairs invoice. The repairs estimation is made exclusively by an authorized motorcycle workshop, at the free choice of the Supplier.

#### **14. TERMINATION OF THE AGREEMENT**

The Agreement terminates:

1. Upon the expiration of the rental duration.
2. By unilateral denunciation by the Supplier, in the event that the Beneficiary doesn't comply and doesn't fulfill the obligations assumed through the agreement.

3. If the Beneficiary refuses unreasonably the takeover of the motorcycle, although a reservation has been made and the payment has been completed, event in which the Supplier bears the right of not reimbursing the Beneficiary.
4. if the Beneficiary terminates the Agreement before term, the amount paid for the period in which the motorcycle was not used by the Supplier is restrained by way of indemnity.

## 15. FINAL PROVISIONS

This agreement was concluded in two copies, one for each party.

The beneficiary states that the Supplier has fully informed him with regard to the terms and conditions of the motorcycle rental. By signing this agreement or by accepting the supplier's offer, including via electronic means, the beneficiary agrees and is informed about the terms & conditions for a motorcycle rental, in accordance with the suppliers offer.

The agreement shall be interpreted in accordance with the Romanian law. The disputes arising between the parties shall be settled amicably, otherwise, the parties understand to submit them to the competent law courts of Romania.

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The use of the website (access, browsing and registering of a user account on this website) constitutes an implicit agreement and compliance with the Terms and Conditions set in the table of contents of this document, with all the effects and consequences arising from it.

### SUPPLIER

**2 WHEELS ADVENTURES**  
**SC LUGATHO SERVICES SRL**

### BENEFICIARY

## ANNEX 2

### TERMS & CONDITIONS FOR A BICYCLE RENTAL AGREEMENT

**TBA** as soon as the E-bike 2 Wheels Adventures will be launched. Thank you very much for your understanding.