

GENERAL TERMS AND CONDITIONS H2O Kite&Surf School and/or Plaja H2O

Article 1. Definitions

The following definitions apply in these terms and conditions:

1. Activities: all programs, events and activities organized by H2O Kite&Surf School and/or Plaja H2O.
2. Client: all companies, consumers and other participants who use the services of H2O Kite&Surf School and Plaja H2O.
3. Supplier: the person, not being the client, who delivers goods, services, or other money-worthy services to H2O H2O Kite&Surf School and/or Plaja H2O.
4. Management: those who are registered as directors of H2O Kite&Surf School and/or Plaja H2O at the Chamber of Commerce in Bucharest under number R016779960.
5. Other party: client, participant and supplier.

Article 2. Applicability of these conditions

These conditions apply to every offer and every agreement between H2O Kite&Surf School and/or Plaja H2O and a counterparty to which H2O Kite&Surf School and/or Plaja H2O has declared these conditions applicable, insofar as the parties have not explicitly deviated from these conditions.

Article 3. Quotation¹.

1. On the basis of the wishes or objectives of the client or participant, program proposals are prepared, comprising: price indications, program descriptions and a time format; these program proposals are sent to the customer as an offer.
2. The prices stated in an offer are inclusive of VAT, unless stated otherwise.

Article 4. Agreement

Registrations, confirmations or reservations for an activity organized by H2O Kite&Surf School and/or Plaja H2O are made in writing or orally. You can register or confirm an activity by telephone, e-mail or via the website. At all times, these general terms and conditions apply to registration, confirmation or reservation.

Article 5. Taking the risks into account A client who has signed the confirmation of the agreement (or checked, or confirmed by telephone or by e-mail) declares to have taken note of the possible degree of difficulty, severity and risks of the activities in which they participate, as well as all relevant medical and / or have reported

conditional details. And every registered participant must be able to participate in the activities in terms of health and fitness without endangering themselves or others.

Article 6. Amendment of the agreement

1. H2O Kite&Surf School and/or Plaja H2O may change the agreement or confirmation due to serious circumstances immediately communicated to the other party.
2. H2O Kite&Surf School and/or Plaja H2O reserves the right to adjust the participant price in the event of interim changes in the group size. The permitted change in the number of participants, without consequences for the package price, is 10%.
3. Changes in group size must be reported in writing, no later than 1 week before the arrangement date. The date on which H2O Kite&Surf School and/or Plaja H2O receives the cancellation notice is decisive. Changes that are passed on within 7 days will not be charged.
4. In the event of a change to an arrangement date by the client, H2O Kite&Surf School and/or Plaja H2O reserves the right to charge a change fee of 5% of the price with a minimum of € 50.00 including VAT.

Article 7. Proxies

1. Only the management of H2O Kite&Surf School and/or Plaja H2O - either personally or by written proxy to one of the employees of H2O Kite&Surf School and/or Plaja H2O - is authorized to include clauses in a contract that deviate from these general terms and conditions.
2. The person acting on behalf of the other party is assumed to have been authorized by the other party.
3. When confirming an activity at H2O Kite&Surf School and/or Plaja H2O, it is assumed that the board of the participating company, association or institution and the contact person agree to the terms and conditions as described here.

Article 8. Joint and several liability

The person who books the activity on behalf of other participants is jointly and severally liable for all others he registers.

Article 9. Damage

1. Costs arising from damage and / or destruction caused by participants will, insofar as they cannot be recovered from the perpetrator (s), be paid by the client or participant.
2. If a participant causes nuisance, such that the relationship between H2O Kite&Surf School and/or Plaja H2O and the owners of the

location and / or the supplier is seriously damaged, the participant concerned may be excluded. Any costs arising from this will be borne by the relevant participant or client.

Article 10. Guidance

1. Participants who have agreed an activity with H2O Kite&Surf School and/or Plaja H2O are obliged to follow the instructions of the management throughout the entire program if these instructions are necessary to guarantee a good and safe progress of the activity.
2. We work with IKO instructors and if necessary with other instructors selected and (internally) trained by our main instructors.
3. If during the activity it appears that a participant has physical or psychological defects, is guilty of misconduct or otherwise causes or may cause nuisance or nuisance, the participant may be excluded from further participation. Any costs arising from this will be borne by the relevant participant.

Article 11. Payment, interest and collection costs

1. Payments must be made no later than 14 days after the invoice date, unless otherwise agreed.
2. H2O Kite&Surf School and/or Plaja H2O is entitled to have the client or participant pay an advance of the total amount.
3. After the expiry of 14 days after the invoice date, the client or participant is in default; from the moment of default on the amount due and payable, the client owes an interest of 1% per week.
4. Furthermore, the client or participant is obliged to pay extrajudicial collection costs equal to 15% of the amount claimed.
5. Variable costs, such as extra catering, extra activities, transport costs, consumptions and the like that are consumed during all activities are - unless otherwise agreed - charged on to the client afterwards.
6. At corporate, group and school events, H2O Kite&Surf School and/or Plaja H2O requires a deposit of 50% of the total invoice amount.
7. H2O Kite&Surf School and/or Plaja H2O is entitled to deviate from these cancellation / payment conditions.

Article 12. Cancellation

1. Cancellation must always be in writing and / or by e-mail. Date postmark and / or date of arrival email is used for the calculation of the cancellation period.
2. If an agreement is canceled, each client or participant will be charged cancellation costs in addition to any reservation costs due.

3. In the event of cancellation, H2O Kite&Surf School and/or Plaja H2O will charge the following costs: a. from 8 to 14 days before the start: 25% of the package price; b. within 7 days (inclusive) before the start: 50% of the package price; c. within 2 days (including) before the start or later: 100% of the package price. This also applies if a participant is not present without cancellation.

4. If the actual costs on the part of H2O Kite&Surf School and/or Plaja H2O as a result of the cancellation exceed the cancellation costs referred to in this article paragraph 3, the additional costs may also be charged.

5. H2O Kite&Surf School and/or Plaja H2O reserves the right to cancel activities without H2O Kite&Surf School and/or Plaja H2O committing itself in any way obligated to other than possible reimbursement of already paid invoices.

Article 13 - Right of withdrawal

Upon delivery of services, the consumer has the option of dissolving the contract without giving any reason for at least 14 days, starting on the day of entering into the contract. To make use of his right of withdrawal, the consumer must comply with the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest upon delivery.

Article 14 - Costs in case of withdrawal

1.If the consumer makes use of his right of withdrawal, the costs of the return shipment will be borne at most.

2.If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than within 14 days after the withdrawal. This is subject to the condition that the product has already been received back by the web retailer or conclusive proof of complete return can be submitted.

Article 15 - Exclusion of the right of withdrawal

Exclusion of the right of withdrawal is only possible for services:concerning accommodation, transport, restaurant business or leisure activities to be performed on a certain date or during a certain period;whose delivery has begun with the express consent of the consumer before the cooling-off period has expired;concerning bets and lotteries.

Article 16. Liability H2O Kite&Surf School and/or Plaja H2O

1. Participation in arrangements and / or activities is at the risk of

the client and / or participant. Except in the case of intent or gross negligence on the part of H2O Kite&Surf School and/or Plaja H2O, the organizer is not liable for any form of damage.

2. H2O Kite&Surf School and/or Plaja H2O is in any case not liable for damage that is the result of: a. circumstances attributable to the participant and / or client, such as not having a one inadequate health or condition, inadequate personal equipment, improper action or failure to act, overestimation of equity or ignoring instructions; b. knowingly or unknowingly classifying a participant in a wrong category and / or if the participant does not comply with one or more safety regulations and / or his or her condition was not sufficient to practice the activity concerned. c. actions and influences of third parties not directly involved in the implementation of the agreement; circumstances that are not due to the fault of the H2O Kite&Surf School and/or Plaja H2O and that cannot reasonably be attributed to H2O Kite&Surf School and/or Plaja H2O under Dutch law or the standards applicable in society.

3. The client and / or participant is expected to take out suitable accident, travel and cancellation insurance. H2O Kite&Surf School and/or Plaja H2O never accepts liability for damage for which you are entitled reimbursement exists, or is deemed to exist on the basis of the preceding sentence, on the basis of travel, accidents and / or cancellation insurance.

4. The exclusions and / or limitations of liability included in this article also apply to employees and other representatives of H2O Kite&Surf School and/or Plaja H2O, the booking office and relevant service providers, as well as their staff, unless this is excluded by law.

5. In the unlikely event that an event occurs during the execution of an arrangement that leads to H2O Kite&Surf School and/or Plaja H2O's liability, that liability will be limited to the amount or amounts on which the H2O Kite&Surf School and/or Plaja H2O gives a closed liability insurance claim.

Article 17. Liability of the client and / or participant

The participant and / or the client is liable to H2O Kite&Surf School and/or Plaja H2O for damage or any other disadvantage that is caused by the doing or neglect of himself or third parties "admitted" by him.

Article 18. Applicable law

Romanian law applies to every agreement between H2O Kite&Surf School and/or Plaja H2O and the other party.

Article 19. Copyright, industrial property

1. H2O Kite&Surf School and/or Plaja H2O reserves the rights and powers that accrue to it under the Copyright Act.
2. Industrial or intellectual property rights of invented or created by H2O Kite&Surf School and/or Plaja H2O programs, assignments, ideas, activities will only belong to H2O Kite&Surf School and/or Plaja H2O without further permission.

Article 20. Additional information

1. Students are responsible for bringing water shoes.
2. It is mandatory to wear underwear, swimming trunks or bikinis in suits rented from H2O Kite&Surf School and/or Plaja H2O for hygiene reasons.
3. Our non-hazards = free lesson guarantee applies in all reasonableness. If you are not satisfied after your kitesurfing lesson, you have 24 hours to report this in writing, including via email.
 - 3.1 If you have not sailed, you can only get 1 lesson back. I.E. If you have taken a 5-lesson package and are not satisfied with the lesson, you will only get 1 lesson back. Otherwise you should have indicated earlier that you are not satisfied.
4. Lesson packages are relatively cheaper than individual lessons. The prerequisite for purchasing a teaching package is that payment has been made before the start of the first lesson.
 - 4.1.1 The lesson packages are valid for 1 year after purchasing the lesson package. This is in your online account.
 - 4.1.2 Teaching packages cannot be exchanged for money. Only against a kite surfing lesson.
 - 4.1.3 The lesson packages are by name. Only that person can use the kite surfing lessons.