



Tenere Spirit Morocco

GENERAL SALES CONDITIONS

1. DEFINITIONS

The "Renter" designates the Renter mentioned in the Rental Agreement.

The "Owner" designates the Company "TENERE SPIRIT (SARL)", whose company name appears in the Rental Agreement.

The "Vehicle" means the motorcycle made available by the "Owner" for the duration agreed to in the Rental Agreement.

2. PURPOSE

The "Owner" gives rental to the "Renter" against payment of the Vehicle according to the description made in the Rental Agreement. This rental is governed by the present General Terms of Sales attached to the Rental Agreement.

The authorized "Renter" is responsible for ensuring the full execution of these Conditions and acknowledges accepting the terms before signing the Rental Agreement.

3. COMMITMENTS OF THE "OWNER"

3.1. Condition of the Vehicle

The "Owner" undertakes to supply the "Renter" with the Vehicle in smooth running order, maintained in accordance to the manufacturer's instructions.

The "Owner" declares that the Vehicle conforms to the intended use and that it is without apparent damage, except those mentioned on the description of the rented Vehicle which is given to the "Renter" at the start of the rental. It is up to the "Renter" to notify the "Owner" of any apparent defect before departure.

In the absence of contradictory evidence, the Vehicle is deemed to be free from any apparent damage, unless proven otherwise.

The "Owner" declines any responsibility for any possible delay caused by a breakdown or necessary repairs relating to the rented Vehicle or other transport vehicle during the rental.

The "Renter" is prohibited from claiming damages for interruption, incident, or accident attributed to the condition of the Vehicle or of the tires occurring during the rental.

In the event of a breakdown of the rented Vehicle not attributable to the "Renter," and if the Vehicle is immobilized for more than one day, the "Renter" will endeavor to replace it with any other vehicle motorcycle type, depending on the availability at this given period.

3.2. Insurance

The "Owner" subscribed a third-party insurance for its Vehicles (Civil Liability) at AXA ASSURANCES in Agadir. Therefore, only damages the Vehicle could cause to third parties are covered.

The "Owner" declines all responsibility towards the "Renter" for any claim, damage, and / or costs related to physical injuries, accidents, death, or loss of personal property, delay, missed connections, bad weather conditions, strikes, acts of terrorism, war or any other unforeseeable cause at the time of departure of the chosen activity, including, but not limited to, the inability of the "Renter" to obtain the required travel documents (passport, visas, etc...) to enter in Morocco.

3.3. Weather conditions

The "Owner" cannot be held responsible for adverse weather conditions, which are not subject to reimbursement.

The "Owner" may cancel or modify the itinerary depending on weather conditions, to facilitate travel or for security reasons.

4. OBLIGATIONS OF THE "RENTER"

Once the Vehicle has been provided, the "Renter" bears the sole responsibility for the Vehicle and the consequences that may result from his/her use.

The Vehicle may only be driven by the person previously and expressly approved by the "Owner" and identified in the Rental Agreement.

4.1. Driver's license

The "Renter" must show a valid driving license corresponding to the rented Vehicle, in force for more than 3 years, and have the minimum age required for the type of license (A for the Euro zone) without restriction of country of residence.

4.2. Health & Physical conditions

The "Renter" confirms his/her aptitude for the practice of all terrain motorcycle.

The "Renter" is strongly advised to consult his/her usual doctor before departure to discuss his/her intention to rent the Vehicle in Morocco and to follow directions provided by the doctor, if necessary.

The "Renter" should get a certificate attesting that he/she has no medical contraindication to the practice of physical and sport activities and if this proves to be inaccurate, the "Owner" is released from any responsibility for medical incidents occurring during the rental period.

When signing the Rental Agreement, the "Renter" is requested to bring to the attention of the "Owner" any medical problem that may affect the smooth running of the rental.

In the event that the "Renter" feels sick during the rental, or cannot continue the trip for medical reasons, the "Owner" will then take the necessary measures to carry out a medical consultation or if necessary, consider repatriation.

4.3. Vehicle Use / Behavior

The "Renter" will not let any other person drive the Vehicle listed on the Rental Agreement, and will use the Vehicle in strict compliance with the standards and recommendations of the Manufacturer and the "Owner," by scrupulously following the recommendations of the latter, which reserves the right to immediately and automatically end the rental without being required to justify or compensate, in the event that the "Renter" does not meet one of the essential obligations for the use of the Vehicle, the safety and environmental instructions or disrupts the smooth running of the rental by violating the rights or other members the group well-being.

In the event of an exclusion, the "Renter" will have to assume all the costs incurred by his/her behavior, including the additional costs for his accommodation, food, and return transport.

The "Renter" undertakes to use the Vehicle as a "reasonable person", to respect the safety instructions throughout the duration of the rental, in particular to:

- . always wear the appropriate safety equipment: helmet, jacket, boots, ...,
- . respect the rules of the road and speed limits in all circumstances,
- . do not use the Vehicle at night due to reduced visibility,
- . respect safety distances, especially when overtaking, with no rivalry spirit with others,
- . not participate to any motorsport event, competition or race,
- . not drive under the influence of alcohol or drugs or any other substance that may affect consciousness or driving ability.

The "Renter" also commits to respecting the environment, landscape, fauna, flora, and people encountered along the trip, to exercise discretion and slow down near public or residential places, when encountering people traveling by walk, or any other means.

The "Renter" must respect a safety distance with the members of the group and take the necessary precautions in the event of overtaking in order to avoid the projection of dust and stones to people or vehicles around.

The "Renter" agrees to follow the recommendations and guidelines of the "Owner" during the daily briefings and all along the duration of the rental.

4.4. Insurance

The "Owner" undertakes to do everything from a safety point of view, however activities in a natural environment imply risks and uncertainties.

Therefore, the "Renter" must subscribe to a personal sports travel insurance covering all risks, including medical repatriation (for example, from <https://www.europ-assistance.fr/>, www.worldnomads.com, <https://www.allianz-voyage.fr/>, etc...).

This insurance must cover in particular the cancellation and / or interruption of the rental, personal accidents, medical costs (local medical care, hospitalization), repatriation, loss of personal belongings, etc.

The "Renter" will remit a copy of the Insurance Agreement to the "Owner" detailing the name of the insurance company, the number, the validity and the contact of the assurance company.

4.5. All Terrain Equipment / Gears

The "Renter" must bring their own gear appropriate for driving on roads and tracks, according to the itinerary defined by the "Owner." This includes, but is not limited to:

- Full off-road helmet,
- Goggles,
- Enduro gloves and boots,
- Protective jacket with back protector, elbow pads and shoulder protection,
- Pants with knee pads,
- Camelback type 3-liter backpack,
- Protection against rain.

5. GETTING STARTED / RETURNING THE VEHICLE

During the entire rental period, the Vehicle itself and its proper use are under the responsibility and under the supervision of the "Renter". The "Renter" is responsible for any damage to the rented Vehicle.

When picking up and returning the Vehicle, a report of the condition of the Vehicle is signed between the "Renter" and the "Owner." The Vehicle is delivered in smooth running condition (engine, transmission, body parts, tires, etc.) and must be returned in the same condition as when it was picked up, except normal wear and tear due to the use of the Vehicle during the rental period.

No claim will be possible after departure. Any deterioration noted on the return report will be charged to the "Renter" as well as the costs of repair and immobilization, according to the damage price list in appendix of the Rental Agreement or on estimate by dealer of the same Vehicle brand. These costs will be added to the final rental cost, whether the damage or deterioration gives rise to repair or not.

If following a crash the motorcycle becomes unusable, the "Owner" will endeavor to replace it as soon as possible depending on the availability, the transport of the damaged motorcycle to the headquarters of the "Owner" and that of the replacement motorcycle to the scene of the accident are to be supported of the "Renter".

6. SECURITY DEPOSIT

It is intended to cover the damage to the "Owner" due to the occurrence of any trouble engaging the responsibility of the "Renter" and fines or penalties due to the non-compliance with the traffic regulations by the "Renter".

The damage price list is attached to the Rental Agreement.

The "Renter" declares to have read and accepted the terms and conditions without reservation.

The amount of the security deposit is shown in the Rental Agreement. The security deposit will be retained partially or in full in the event of a damage to the Vehicle and / or its accessories according to the damage price list and the possible fines or penalties.

The security deposit will be returned in full at the end of the rental period if the Vehicle has not been damaged and if there is no related fine or penalty.

These same provisions are applicable to rented accessories and equipment (boots, helmets, gloves, gears, etc.).

7. TERMS OF PAYMENT

7.1. when booking, an advance payment of 50% of the total rental price is requested,

7.2. before picking up the Vehicle, the balance of the total rental price is requested.

Bank details for payment:

| | |
|-------------|---|
| Beneficiary | TENERE SPIRIT MOROCCO |
| Bank name | CREDIT DU MAROC |
| Branch | Immeuble T, Avenue des F.A.R., 80000 Agadir |
| Account n° | 021 010 0000 0380307039 51 09 |
| IBAN | MA64021010000003803070395109 |
| SWIFT/BIC | CDMAMAMC |

8. CANCELLATION POLICY

| CANCELLATION DATE | ADVANCE PAYMENT 50% | LUMP-SUM PENALTY |
|--------------------------|---------------------|--------------------------------|
| - 15 days before picking | Non-refundable | |
| -07 days before picking | | +30% of the total rental price |
| -03 days before picking | | +50% of the total rental price |

The 50% advance payment and any other payment made for the rental will remain on account to the benefit of the "Renter" and him/her alone, for any new rental within the 6 months from the date of cancellation.

9. MISCELLANEOUS

The "Owner" reserves the right to film or photograph the "Renter" in the strict context of the rental and to use the videos and pictures for promotional purposes, in the brochures or website of the "Owner" and to any other professional purpose.

10. ATTRIBUTIVE JURISDICTION

Any dispute or challenge of any kind whatsoever relating to the present provisions which were not amicably resolved will fall under the jurisdiction of the city of Agadir (Morocco) to the exclusion of all other jurisdiction and will be resolved in accordance with the Moroccan law.

The nullity of a clause of this Agreement shall not entail the nullity of another clause or of the Agreement in its entirety.

SIGNATURE

Preceded by the mention: "Read and Agreed"

| | |
|-------------------|--|
| NAME / FIRST NAME | |
| DATE | |