SERVICES AGREEMENT

No. ….., signed today, ……

The following parties:

„Bike in time" Travel Agency, an entity of S.C QWERTY CONSULT S.R.L, Romanian legal person, registered in Romania, Bucharest, 22 Bucuresti-Targoviste Street, District 1, registered with the Commercial Registry under the number J40/5170/2008, single identification number (CIF) RO23551483, having the account no. RO60RZBR0000060010267830 Raiffeisen Bank – Sucursala Mosilor Bucuresti, email: info@bikeintime.com, legally represented by Ionut Maftei Adrian as Administrator, called in the following SUPPLIER,

and

……, registered in ……., ……., ……., called in the following BENEFICIARY,

have concluded a contract with the following provisions:

I. The object of the contract: The supplier will organize a custom guided cycling tour, on …….(date)……: „…….(event name)……".

The event includes:

- …..……
- ……..
- ……

The event does not include:

- …….
- …….
-……..

The following documents are part of the Agreement:

- Description of the program „……(program name)……"
- Terms and conditions of the „Bike in time" website: https://www.bikeintime.com/terms-conditions/

II. Contract value and payment terms

1. The agreement is valid for …….. participants, as follows:

- ……..
- ……

Other participants are allowed to join the tour, in the same conditions, approved by the Suplier.

2. The contract value will be the equivalent of **…… EUR (VAT included).** The price includes all services according to the accepted offer and terms and conditions, which become part of the contract. The total price can be changed if the final number of participants changes.
3. The first tranche with the equivalent value of **…… EUR (VAT included)**, representing …….% of the total amount, will be paid immediately after booking of the event but no later than **……..** The paid amounts are not refundable, once they are transferred in the Supplier's account. The Supplier will send an invoice for each payment of the Beneficiary.
4. The second tranche with the equivalent of **……EUR (VAT included)**, representing …..% of the toal amount, will be paid no later than 6 months before the event start.

5. The third tranche with the equivalent of **…… EUR (VAT included)**, representing …….% of the total amount, will be paid no later than one month before the event start.

6. Calculation of the price

…… Adults*……. EUR/pp = ……. EUR (VAT included)

7. Payment methods:

The payment shall be done by one of the following methods:

- bank transfer, in RON currency, in the following bank account: RO60RZBR0000060010267830 RONaccount, opened at Raiffeisen Bank Romania.
- bank transfer, in EUR currency, in the following bank account: RO38RZBR0000060010267838 EURaccount, opened at Raiffeisen Bank Romania
- PayPal

III. Rights and obligation of the Supplier

1. In case of contract clauses changes, the Supplier will inform the Beneficiary with minimum 5 days before the program start.

2. The Supplier may change the price of the contract only if the change is due the transport cost variation or foreign exchange rate.

3. If, after the program start, an important part of the services cannot be fulfilled, the Supplier is indebted to:

a) Offer similar alternative in order to fulfill the program according to the initial offer without increasing the price; the new services will be similar as quantity and quality;

b) Reimburse the Beneficiary the amount of money representing the difference between the paid services and the services already fulfilled.

4. The Supplier is responsible for the good execution of the contract, except for the following situations:

a) the execution of the assumed contractual obligations is due the Beneficiary;

b) the execution of the assumed contractual obligations is due the Force Majeure or due the unexpected third parties (change in transport schedule, extreme weather, politics or economic major events, etc.)

5. The Supplier is indebted to deliver, in hard copy or by e-mail, no later than 2 days before the program start, the following information to the Beneficiary:

a) the program schedule, program description, pause locations and other connections, as well as other details included in the contract;

b) the name and the location/address of the program organizer or, an emergency phone number which can made possible the contact of the organizer;

IV. Rights and obligations of the Beneficiary

1. In case the Beneficiary ends the contract, or the Supplier cancels the program before the start, the Beneficiary has the right to:

a) accept the same price for another program, at the same level of quality, proposed by the Supplier;

b) accept another tour with different terms; in this case the Beneficiary will receive a price difference;

c) require immediate reimbursement of all paid amounts, less the initial deposit

2. In all of the above cases, the Beneficiary has the right to require compensation for non-complition of assumed contractual obligations by the Supplier, except the following cases:

a) cancellation was due the Beneficiary error

b) cancellation is due the Force Majeure.

3. The Beneficiary has the right to end at any moment, totally or partially, the contract. In case the contract ending is due his/her own error, the Beneficiary will compensate the Supplier for the damages, except the Force Majeure cause.

4. Rights and obligations of Use of the equipment:

a. The Beneficiary is not allowed to let the equipment be used by other persons, except for the express consent of the Supplier.
b. The Beneficiary agrees that the equipment shall not be used:
    i. to participate in ad-hoc races (unless mutually decided between the beneficiary and the Supplier).
    ii. to push or pull another vehicle or other person
    iii. by any person found under the influence of alcohol, drugs, prescription medicines with special conditions
    iv. by children under the age of 18 years, without being accompanied by parents or without the written consent of the Supplier, in the case of motorized equipment
    v. for illegal operations or transport of goods which exceed the permitted maximum load indicated in the prospectus specifically
    vi. other than for recreate use, not extreme (e.g. in the case of bikes, the maximum mass of Users 100-110 kg, without jumps, speed trip in the rugged terrain, etc.)
    vii. the equipment cannot be used as an advertising medium. Cannot be inscripted, decorated (not will change the appearance)
c. The Beneficiary pledges to keep equipment safe when not in use.
d. The Beneficiary pledges do not do grants with the equipment, not sell it, do not constitute guarantees securities, and not engage in any way guarantee it.
e. The Beneficiary agrees that the equipment described in the Appendix is in conditions suitable to be used, functional and technical, and is clean. Tires are in good conditions.
f. The Beneficiary will return the equipment in the same state in which it was taken. In case of broken parts during use by the Beneficiary, the Beneficiary is responsible for the payment of the damages.
g. The Beneficiary expressly disclaims any responsibility for accidents of third-party products (vehicles or people) that was involved with User rented vehicle, and for faulty User caused by other vehicles during the rental in case handling / irresponsible use or intentional harm. The responsibility belongs entirely to the User even in conditions in which he provided false information regarding the identity and driving.
h. The Beneficiary expressly disclaims any liability to third parties for any damage User products during the rental vehicle if they prove to be the result of manipulation / or irresponsible uses bad-intentioned.
i. The Beneficiary is not liable for injury of Users or persons who accompany him on it during use or without an irregular preventive use of the equipment.

V. Ending, penalties, and reimbursements

1. If the Beneficiary renounce by his/her own error to the contracted services, he/she will be required to pay the deposit agreed in the contract

2. The Supplier will compensate the Beneficiary for the non-complition of assumed contractual obligations, according with the “Terms and Conditions”.

VI. Agreement duration

The agreement shall enter into force at the signing date and ends when all conditions are fulfilled by each party, following the event.

VII. Contract documentation includes the following annexes:

- Accepted offer
- Terms and conditions
- Invoice and payment statement

VIII. Jurisdiction

This engagement shall be governed by and construed in accordance with Romanian law and all disputes and claims arising hereunder shall be subject to the exclusive jurisdiction of the Romanian Courts.

This aggrement was issued in English language in 2 copies, one for each Party.

Supplier,	Beneficiary,
BIKE IN TIME	.....
Signature	Signature