

The logo for Golden Fly Sports is centered on a dark blue square. It features the words "GOLDEN", "FLY", and "SPORTS" stacked vertically in a bold, sans-serif font. The text is a light yellow or gold color with a slight gradient and a drop shadow effect.

**GOLDEN
FLY
SPORTS**

**Terms & Conditions
of Sale 2020**



Terms and Conditions

1. Requirements / Access: The Buyer permits Golden Fly Sports GmbH and his agents to carry out all work unhindered with full access to the event site. The Client undertakes to ensure that all necessary authorisations for the delivery, installation and removal, as well as a security infrastructure, are available at the competition venue all costs to be borne by the Buyer or the Local Organiser. (GFS – free of charge).

2. Traffic: All steps concerning traffic safety are the responsibility of the Buyer. The employees of Golden Fly Sports GmbH and their vehicles shall have access to the competition venue at all times (at least during the bump-in / bump-out period). The driving access for the articulated lorry must be guaranteed! All incidental costs such as passenger transport, parking tickets etc. will be at the cost of the Buyer or the Local Organiser.

3. Assistants: The Buyer shall provide, at own expense assistants for unloading & loading and construction & dismantling work prior to and after the event: Pole vault and long jump edition 10 assistants, pole vault edition 8 assistants, long jump or triple jump edition 5 assistants, shot put edition 8 assistants. For each assistant not appeared from organisers side a fee of € 100,- /-day and person will be accounted! The same (or other assistants) should also be made available for duties during the competition. Cleaning of the venue is the responsibility of the Buyer.

4. Forklift Truck: The Buyer shall, at own expense, provide a forklift truck (with 2m long fork) and a driver for the loading and unloading of the articulated truck at the venue.

5. Sand Delivery Long Jump: The Buyer will deliver prior to and collect after the competition, at own expense, 10 m³ washed silica sand with sand – with lifting equipment with claws (no teeth).

6. Calibration: The installation of the FlySwat must be level within the IAAF tolerances so that performances are recognised, consequently, the Golden Fly Sports construction engineer shall, at the cost of the buyer, at least one month prior to the event, pay a site visit to the location in order to:

- Make a reading of the level of the venue
- Create the DWG Autocad design of the complete venue including FlySwat and other technical installations such as safety corridor for emergency services. Other adaptations / updates of this plant planning in subsequent years are free of charge in the same location.



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7. Control obligation: The Buyer shall, at own expense, appoint an independent surveyor to carry out a control measurement of the calibration with points every 10 meters (according to IAAF rule). The standardised test certificate (can be supplied free of charge by the Golden Fly Sports GmbH) must be completed and submitted, together with the competition results, within 48 hours after the event digitally to the IAAF and the national athletic federation. Surveyers instrument with actual certificate will be delivered by GFSports free of charge.

8. Structural changes: The customer is not entitled to carry out any changes to the sports facility: FlySwat, equipment, stage sets, backdrop, decoration, signage, posters or promotional materials without the prior written consent of Golden Fly Sports GmbH. Any damage or alteration of the leased property (eg. punching holes, the driving nails, hooks or the like) is not permitted and will be charged.

9. Supervision of the installation: Instructions of the Golden Fly Sports GmbH construction team must be followed. The Buyer has no authority to issue instructions concerning the FlySwat and its installation.

10. Period of Use: The agreed period of lease shall be observed. If this is exceeded, additional rental of €500 per day per module plus any additional costs relative to freight forwarding and staff or other costs will be charged.

Available moduls: long jump or triple jump, pole vault platform, pole vault mat, shot put area.

11. Security: The Buyer agrees to implement a security system 24/7, at own expense, by a licensed security service during the agreed period.

12. Copyright / Patent protection: The Buyer undertakes not to make any video or photographs or recordings of the installation of the apparatus. "The FlySwat™" and the "Golden Fly Series" are protected by copyright. Any photo documentation or imitation of the Product is subject to copyright!

The Customer agrees that any photographs and video footage of the event can be used indefinitely for promotional purposes of the Golden Fly Sports GmbH or of the Golden Fly Series.

13. Travel/Accommodation / Meals: The Buyer bears the cost of travel as well as hotel accommodation (minimum 3*) and all meals for all personnel as specified in the contract. In case the buyer will not foresee meals for the crew, an additional daily rate of € 30,--/person will be invoiced.



Terms and Conditions

14. Athletes engagement: The athletes' commitment to GFSports shall be deemed to have been completed upon the transmission of the official entry form to the customer (even without a counter-signature of management – mail confirmation is agreed). GFSports can not be held liable for possible non appearances of the athletes of any kind. The agreed placement fee after transmission of the entry form to the client also applies in the case of a possible start-up prevention of the athlete.

15. Force Majeure: If the event is cancelled due to force majeure, once the system is already delivered and assembled, all costs are charged in full.

16. Limitation of liability: Golden Fly Sports GmbH is not liable for damage incurred during the event due to acts of God or possible unpredictable delays.

17. Recourse: The Buyer is liable - even without fault of their own - for any damages incurred by the Buyer or its employees that have been caused by them or other persons in connection with the event, its preparation and subsequent processing. Golden Fly Sports GmbH is entitled to damages at the expense of the Buyer himself or by a third party.

18. Insurance: The Buyer shall take out adequate insurance to cover any civil responsibility, liability for sports injuries or other losses of body and values, which are not clearly attributable to defects in the leased property. Furthermore, "The FlySwat™" must be insured for the sum of 130 000€ for the period of rental.

19. Withdrawal from the Contract: The Golden Fly Sports GmbH is entitled to withdraw from the contract if the Buyer does not respect the terms and conditions. This applies if there is any violation of the terms and conditions, incomplete or deceptive information about the type or nature of the event.

A cancellation may also be imposed if there are indications that suggest a disturbance of public order or security may occur at the event. The resignation will be notified immediately to Golden Fly Sports GmbH. Compensation claims by the customer are excluded in all cases. Damaged or stolen parts of "The FlySwat™" or the equipment must be replaced at the Buyer's expense. If the Buyer should cancel the competition for any reason, deposits shall not be reimbursed (as laid out in the contract).

20. Damage clause

The client undertakes to refrain indefinitely anything that might harm the interests of the Golden Fly Sports GmbH or the Golden Fly Series recognizable.

20. Approval of Terms & Conditions: By placing an order the customer agrees to accept the terms and conditions.

21 . Jurisdiction: Any disputes shall be settled under Austrian law and the jurisdiction in Innsbruck.

Thanks for trusting us – we look forward in a successful cooperation!