

Manthey Racing GmbH

Terms and Conditions

Version: 10.07.2020

Preamble:

These general terms and conditions become an essential part of the contract in all legal relationships entered into by Manthey Racing GmbH (from here on referred to as Manthey), Rudolf-Diesel-Straße 11 - 13, 53520 Meuspath, registered in the commercial register of the AG Koblenz under HRB 14640 and represented by the management, with its customers.

Customers in this sense are both consumers and entrepreneurs. The customer of Manthey is a consumer if he is a natural person and enters into a legal transaction with Manthey for private purposes, i.e. the legal transaction is not or not predominantly his commercial or independent professional activity (see § 13 Bürgerliches Gesetzbuch ('BGB', German Civil Code)). The customer of Manthey is an entrepreneur if he is a natural or legal person or a partnership with legal capacity, which acts in the exercise of its commercial or independent professional activity when concluding a legal transaction with Manthey (see § 14 BGB).

These general terms and conditions are basically aligned with the legal situation applicable to consumers. Insofar as deviating regulations apply to entrepreneurs, this is expressly pointed out.

The general terms and conditions of Manthey apply in the version valid at the time the contract is concluded. These can be accessed free of charge at www.manthey-racing.de.

I. General Provisions

1. Contractual Partner

Regardless of the type of contractual service to be provided, Manthey-Racing GmbH (hereinafter referred to as "Manthey-Racing") shall in all cases be the contractual partner of the "customer". This applies unless there is an individual contractual agreement with the customer.

2. Place of Performance

The place of performance for all obligations of this agreement is the seat of Manthey, unless otherwise provided for by regulation.

3. Extent of Manthey's Liability

Unless otherwise provided for by regulations, Manthey is liable for a violation of contractual or non-contractual obligations according to the regulations.

Manthey is liable for damages only in case of intentional and gross negligent conduct. In case of minor negligence, Manthey is only liable for damages resulting from injury to life, body or health as well as for damages resulting from the violation of an essential contractual obligation (which means the proper execution of the contract that enables the transaction in the first place, and on which the party to the contract regularly relies and may rely); in case of the violation of essential contractual obligations, however, Manthey's liability is limited to the compensation of the foreseeable, typically occurring damage.

The personal liability of the legal representatives, fulfillment agents and employees of Manthey for damages caused

by them through slight negligence (excluding injuries to life, body and health) is excluded. For damages caused by gross negligence, with the exemption of legal representatives and executive employees, the limitations of liability regulated for Manthey apply accordingly.

The aforementioned liability limitations do not apply if Manthey has knowingly concealed a defect or has assumed a quality guarantee. In addition, legally mandatory claims of the customer, especially those according to the product liability law, remain unaffected by the aforementioned exclusion of liability.

4. Declarations and Notifications

Legally relevant declarations and notifications which are to be submitted by the customer to Manthey after execution of a contract with Manthey (e.g. setting of deadlines, notifications of defects as well as declarations of withdrawal and reduction) must be in writing to be effective. The transmission of the signed document by fax or e-mail is considered to be in writing.

5. Exclusive Validity of the Terms and Conditions

Conflicting, deviating or supplementary general terms and conditions of the customer do not affect impact or alter the legal relationship between Manthey and the customer, unless Manthey has agreed in writing to the validity of the customer's general terms and conditions. This applies even if Manthey provides services with knowledge of contrary, deviating or supplementary general terms and conditions of the customer.

6. Applicable Law & Place of Jurisdiction

All contractual relationships entered into with Manthey are exclusively governed by German law to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

References to the validity of statutory provisions are for clarification purposes only. Even to the extent that such a clarifying representation is waived, the statutory provisions shall therefore apply to the extent that they are not directly amended or expressly excluded in these General Terms and Conditions.

Exclusive place of jurisdiction is the competent court at Manthey's place of business.

Manthey can translate these General Terms and Conditions into other languages. The version in the German language always remains authoritative.

7. Data Protection

Manthey (Rudolf-Diesel-Str. 11-13, 53520 Meuspath, as well as by mail datenschutz@manthey-racing.de) is responsible for data processing. The personal data which the customer provides to Manthey within the framework of the order (in particular name, address, contact data, bank data) will be used by Manthey in accordance with the data protection regulations, only for the purpose of contract processing and customer service, unless further consent is expressly given.

In all other respects, the detailed data protection information, which can be viewed at <http://www.manthey-racing.de/de/datenschutz>, applies.

8. Information pursuant to § 36 of the Verbraucherstreitbeilegungsgesetz (VSBG; Consumer Dispute Settlement Act)

Manthey will not participate in any dispute resolution proceedings before a consumer mediation body within the meaning of the VSBG and is not obliged to do so.

II. Provisions for Providing Workshop Services

1. Scope of Application

The provisions of Section II apply additionally if the customer executes a contract with Manthey for the provision of workshop services on motor vehicles, including the installation or replacement of vehicle parts.

2. Contract Execution

The contract is executed when the customer gives Manthey-Racing an offer in the form of a workshop order and Manthey-Racing accepts this with an e-mail or acceptance of the commissioned workshop work in an order form and handing over a copy of the order form to the customer.

The e-mail confirmation or the order form must, as far as possible, contain the workshop services to be rendered.

Manthey has the right to subcontract and to engage subcontractors for this purpose and to carry out test drives as well as transfer drives. Transfers of rights and obligations of the customer from the contract for provision of workshop services require the written consent of Manthey.

3. Completion and Arrears

Manthey is obliged to adhere to the written and binding completion dates. If the scope of the actual workshop services to be performed subsequently changes or expands compared to the original order and a delay occurs as a result, Manthey-Racing must immediately inform the customer of a new date, stating the respective reasons.

If Manthey is unable to meet a binding deadline for the completion of workshop services due to, but not limited to, force majeure, riot, strike, lockout or significant operational disruptions through no fault of Manthey's own, in particular due to the absence of specialists/supplies or disruptions at service providers, Manthey shall not be obliged to pay damages or to reimburse unnecessary expenses due to delays caused by this. Manthey is, however, obliged to inform the customer about the delays and to reimburse any payments already made.

The occurrence of default is generally determined in accordance with the statutory provisions. Deviating from this, Manthey-Racing does not get into arrears without reminder of the customer, even in case of binding completion dates. If the customer is entitled to compensation for the damage caused by delay against Manthey, this is limited to an amount of 5% of the contract value of the delayed workshop services.

Irrespective of these regulations, the mandatory legal claims of the customer exist as well as such rights which arise for Manthey in the case of the exclusion of the obligation to perform due to impossibility or unreasonableness of the service and/or subsequent performance.

4. Acceptance & Default of Acceptance

The acceptance of the workshop services by the customer takes place in principle in the branch office of Manthey, which is at the same time place of performance. If workshop services of Manthey are rendered at a race track or externally, the acceptance takes place by the customer on site. The race track or external site is then the respective place of performance. In individual cases, alternative agreements may be made.

The customer is in default of acceptance if the customer neglects to collect the vehicle provided for the performance of workshop services within one week of receipt of the notice of completion and the invoice and Manthey has requested him to collect the vehicle.

The risk of accidental loss and accidental deterioration of the vehicle shall pass to the customer at the latest upon acceptance. Acceptance by the customer shall be deemed equivalent if the customer is in default of acceptance.

If the customer is in default of acceptance, fails to cooperate or if the provision of workshop services is delayed for other reasons for which the customer is responsible, Manthey shall be entitled to assert the resulting damage including any additional expenses (such as storage costs) of motor vehicles whose return to the customer is delayed. Manthey may assert a lump-sum compensation of € 7.64 net per day of storage, beginning with the expiry of a period of one week from the completion date or in the absence of a binding completion date after notification of readiness for collection, in return for such compensation claims. Notwithstanding this rule, Manthey-Racing may also prove and assert a higher damage. Other legal claims remain unaffected. If Manthey makes a claim for payment of an amount exceeding the lump sum, the lump sum paid shall be charged accordingly. The customer can prove that Manthey has incurred no or less damage than the lump sum.

If the customer's default in acceptance makes it necessary to store his vehicle, all risks associated with the storage shall be borne by the customer.

5. Prices

At the request of the customer, Manthey will provide details of the individual costs and the estimated total price in the order form. All cost estimates submitted to the customer by Manthey are non-binding. From such a non-binding cost estimate, the customer cannot derive any rights in the event that the estimated costs are exceeded in individual cases.

All prices listed in the order form are for individual items without VAT. The total amount is shown both with and without VAT.

6. Terms of Payment

The agreed remuneration rates for workshop services rendered shall be due for payment to Manthey at the latest upon delivery of the vehicle to the customer - in principle without discount or other discounts, unless otherwise agreed in individual cases. This applies regardless of whether workshop services are provided at the Manthey branch or locally at a race track or externally. In any case, Manthey can make the transfer of the vehicle dependent on pending amounts being paid.

Basically, payments are to be made in cash. It is the discretion of Manthey to accept other means of payment such as:

the use of credit cards. Fees and costs incurred through the use of foreign currency or foreign credit cards or similar incurred, are to be borne by the customer.

Manthey is entitled to demand a reasonable advance payment when placing an order for the provision of workshop services. In individual cases, this requires an agreement with the customer. However, assuming an estimated order value of € 10,000 gross, this is basically 20% of the expected order value.

Upon expiry of the above payment deadlines, the customer is in default, without the need for a reminder by Manthey. All claims for remuneration shall bear interest at the applicable statutory default interest for the duration of the debtor's default. In addition, Manthey has the right to claim further damages caused by delay.

The customer can assert rights of set-off or retention to Manthey only insofar as they are legally established or undisputed. Excluded from this is the offsetting of the customer with counterclaims from the same contract for work and services and the assertion of a right of retention insofar as it is based on claims from the same contractual relationship.

If it is revealed after the conclusion of the contract that Manthey's claims are endangered due to client's lack of solvency, Manthey is entitled to refuse performance and (if applicable after setting a deadline) to withdraw from the contract in accordance with the statutory provisions. This applies in particular if the application for the opening of insolvency proceedings is filed against the customer's assets.

7. Retention of Title

Insofar as accessories and spare parts installed by Manthey-Racing are not already an integral part (§ 93 BGB) of the customer's vehicle, Manthey retains ownership of the accessories and spare parts used until complete payment of all present and future receivables from the individual contract for provision of workshop services. If the customer is an entrepreneur, Manthey also retains ownership of the accessories and spare parts used until full payment of all present and future claims from an ongoing business relationship.

If parts of the customer's vehicle which are not an integral part of the vehicle are subject to retention of title, the customer may not dispose of these parts before full payment of the agreed remuneration, in particular he may not pledge the parts to third parties, nor assign them to third parties as security, nor contractually grant third parties use of them. It is the customer's responsibility to immediately notify Manthey of third-party access to accessories and spare parts subject to retention of title.

8. Contractor's Lien

Manthey is entitled to a contractual lien on the objects of the customer which have come into its possession on the basis of the conclusion of the contract because of the claim for payment of the remuneration for the provision of workshop services. The contractual lien may also be asserted for claims arising from previously performed workshop work, spare parts deliveries and other services insofar as they are related to the subject matter of the contract. For other claims arising from the business relationship, the contractual lien shall only apply if they are undisputed or have a legally valid title and the items in possession of Manthey belonged to the customer.

9. Warranty in Case of Defect

In the event of material defects and defects in the quality of workshop services, the customer's claims for defects shall be in accordance with the relevant statutory provisions, unless otherwise specified in the following provisions. Manthey is only liable for the proper execution of the workshop performance, especially the professional installation and removal of vehicle parts. If parts are installed which the customer acquires from Manthey in connection with the workshop order, the rights of the customer due to defects of the parts used are governed by Section III. of these General Terms and Conditions. This applies in particular with regard to the installation of motorsport parts. No liability is assumed for parts brought in by the customer. In this respect, the customer is obliged to claim against the respective manufacturer by way of product liability.

If the customer accepts a workshop service despite knowledge of a defect, he shall only be entitled to warranty claims if he reserves this right upon acceptance.

The customer must notify in writing obvious defects within two weeks of acceptance of the workshop services, the deadline being met by timely dispatch of the advertisement. Incidentally, the customer is obligated to disclose defects to the workshop services immediately after their discovery to Manthey.

If the customer does not comply with his inspection and complaint obligations, Manthey shall not be liable for the defect that is not timely indicated.

If the service provided and accepted is defective, it is always up to Manthey, at its discretion, to remedy the defect by repair or production of a new work, i.e. repeat the required workshop services. If the first attempt of improvement fails, Manthey has the right to make two further attempts of improvement, as far as this is necessary and appropriate and the customer's predominant interests do not oppose another attempt of improvement.

Manthey has the right to make the owed supplementary performance dependent on the customer paying the due payment. Notwithstanding the foregoing, the customer shall retain the right to retain a part of the remuneration due which is reasonable in relation to the significance of the defect.

The customer must give Manthey the necessary time and opportunity to remedy the defect, in particular to hand over the customer's vehicle to Manthey for testing purposes due to defects notified by the customer. Replaced parts become the property of Manthey.

The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, shall be borne by Manthey, insofar as it is established that a defect actually exists. If, however, the customer's request for the removal of a defect turns out to be unjustified, Manthey has the right to demand compensation from the customer for the resulting costs.

If the supplementary performance fails or if a reasonable period to be set by the customer for the supplementary performance has expired unsuccessfully or is dispensable according to the legal regulations, the customer can withdraw from the contract for work and services or reduce the owed remuneration. Withdrawal from the contract is excluded in the case of an insignificant defect.

Claims of the customer for damages or reimbursement of futile expenses shall only exist in accordance with the provisions of

this section and shall otherwise be excluded. This does not affect liability for fraudulently concealed defects or in the case of a guarantee of quality.

10. Limitation Period

Notwithstanding § 634 a Para. 1 No. 1 BGB (German Civil Code), the general limitation period for claims arising from material defects and defects of title of a work whose success consists in the manufacture, maintenance or alteration of an object or in the provision of planning or monitoring services therefor shall be one year from acceptance of the object of the order.

The statutory special regulations for the provision of planning or monitoring services for a work (§ 634 a Para. 2 BGB) as well as in the case of fraudulent intent by Manthey (§ 634 a Para. 3 BGB) shall remain unaffected by the above provision.

The above limitation periods also apply to contractual and non-contractual claims for damages by the customer, insofar as these are based on a defect in the work, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The limitation periods of the Product Liability Act shall remain unaffected by this.

The statutory periods of limitation shall apply to all other claims for damages. This applies primarily to the limitation of claims arising from intentional or grossly negligent breach of duty or injury to life, limb or health.

11. Installation of Foreign Parts

At the customer's request, Manthey can also install other or foreign parts. Foreign parts in the sense of this regulation are those parts and accessories which Manthey-Racing has neither manufactured itself nor purchased from a supplier, but which come from the customer and have been brought along by the customer. In case of such installation of foreign parts, Manthey assumes no liability with regard to the faultlessness of the foreign parts used and possible effects on the customer's vehicle through the use of these parts.

III. Provisions for the Sale of Spare Parts and Accessories

1. Scope of Application

The provisions of section III apply if the customer executes a contract with Manthey for the purchase and delivery of spare parts and accessories, regardless of whether Manthey-Racing manufactures the products itself or purchases them from the respective manufacturer.

2. Contract Execution

If the customer makes a purchase in the Manthey branch or at the race track, [...] the customer makes a binding verbal contractual offer after selecting the desired spare parts and accessories. Manthey can only accept this offer immediately. After verbal or e-mail acceptance of the offer, a purchase contract is immediately executed.

If the customer orders accessories and spare parts from Manthey by means of distance selling (order by telephone, e-mail or order in the online shop), this constitutes a binding contractual offer by the customer. Unless otherwise specified, Manthey has the right to accept the offer to

conclude a sales contract within two calendar weeks of receipt of the customer's offer. In this case the acceptance can be made either in writing by order confirmation, in text form by e-mail or by performance, in which Manthey is going to fulfil the contract and delivers the goods to the customer.

3. Right of Revocation

If the customer is a consumer and an order is placed by means of distance selling (order by telephone or order in the online shop), the customer is entitled to a right of revocation in accordance with the statutory provisions.

Reference is made to the separate revocation instructions, which can also be downloaded free of charge at www.manthey-racing.de.

4. Voluntary Right of Return for Consumers and Commercial Customers

Manthey grants you a voluntary, contractual right of return for most purchased goods. This right of return exists independently and in addition to the legal rights to which you are entitled. In particular your warranty rights and your right of revocation as a consumer remain unrestricted and unaffected.

a. Return period

The right of return exists within 30 days from the day you or a third party named by you, who is not a carrier, received the goods. The day of delivery is not included in the calculation of the period.

b. Exercise of the right of return

To exercise the right of return, please send the received goods back to Manthey within the period of 30 days. It is sufficient if you send the goods within this period. The goods must be undamaged, complete, in original packaging and securely packed. The goods must be accompanied by a note stating your customer number, the delivery date and the invoice number. You can view and print a sample of such a letter on our website www.manthey-racing.de/de/rueckgabeformular

c. Exclusion of the Right of Return

A right of return does not exist for

- electrical or electronic parts or appliances
- Items we do not keep in stock
- Articles that Manthey has manufactured according to your wishes and specifications especially for your purposes
- damaged or incomplete articles and articles without original packaging

d. Consequences of the Return

If you return the goods to Manthey according to the above mentioned regulations, Manthey will refund the purchase price paid, but not the return costs as well as possible shipping costs of the original purchase.

If the goods have suffered a loss of value during your possession time, Manthey is entitled to deduct this loss of value from the purchase price, but only if the loss of value is due to a handling of the goods which is not necessary to check the condition, the properties and the functionality of the goods.

e. Special regulations for commercial customers

As far as you have purchased goods from Manthey within the scope of your commercial activity ("B2B"), Manthey-Racing does not refund the costs of the return. Furthermore Manthey reserves the right to charge a restocking fee of 15% of the net value of the goods and to deduct it from the purchase price to be refunded.

f. Risk assumption

Manthey explicitly points out that the customer bears the transport risk for the return. This means that Manthey-Racing is not obliged to refund the purchase price if the goods are lost or damaged on the way back. In this case you may be entitled to compensation claims against the transport company commissioned by you.

5. Delivery, Debtor's Default & Default of Acceptance

Delivery dates and delivery periods specified by Manthey-Racing require a written confirmation to be binding. Otherwise these are only approximate values for the customer.

If Manthey does not meet binding delivery dates or periods for reasons for which it is not responsible, Manthey-Racing will immediately inform the customer of the delay and at the same time determine a new delivery date or period. If Manthey is prevented at this point in time for reasons beyond its control from performing in accordance with the contract, Manthey is entitled to withdraw from the purchase contract in whole or in part. If the customer has provided the agreed consideration or a part thereof up to this point in time, Manthey is obliged to immediately refund.

Manthey is not responsible if the delivery of spare parts and accessories by suppliers does not take place on time, Manthey has concluded a business transaction with the supplier that is congruent with the purchase contract of the customer, Manthey and the supplying company are not at fault or Manthey is not obliged to procure in the concrete individual case.

The event of default is generally determined in accordance with the statutory provisions. Deviating from this, Manthey does not get into debtor's delay without reminder of the customer even in case of binding delivery dates and periods. If the customer is entitled to compensation for the damage caused by delay against Manthey, this is limited to an amount of 5% of the contract value of the delayed service. Manthey is not liable if the damage would have occurred even if the delivery had been on time.

Irrespective of these regulations, the mandatory legal claims of the customer exist as well as such rights which arise for Manthey in the case of the exclusion of the obligation to perform due to impossibility or unreasonableness of performance and/or subsequent performance.

If requested by the customer, the ordered spare parts and accessories can be sent to another destination at the customer's expense. In the case of such a ~~purchase~~ purchase, Manthey has the right to determine the type of transport (commissioned company, shipping route, packaging), subject to alternative individual contractual agreements.

The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest when the goods are handed over. In the case of a sale by delivery to destination, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delays shall pass to the customer when the goods are handed over to the forwarding agent, the carrier or any other person or company designated to carry out the shipment. If the customer is a consumer, this applies however only in the case that the customer selected the forwarding agent, the carrier or any other person or company, and that the person or company has not been previously appointed by Manthey. The delivery to the customer is the same if the customer is in default of acceptance.

If the customer is in default of acceptance, if he fails to cooperate or if the delivery of the ordered goods is delayed for other reasons for which the customer is responsible, Manthey-Racing is entitled to assert the resulting damage including necessary additional expenses (such as the costs of storage of products whose delivery to the customer is delayed). Manthey-Racing is entitled to a lump sum compensation of 0.5% of the net price of the ordered products per calendar week, beginning with the expiry of a period of two weeks after the delivery date/after the end of the delivery period, or in the absence of a binding delivery date/a binding delivery period after notification of readiness for dispatch or collection. The flat-rate compensation shall be limited to a maximum amount of 5% of the net product price. Notwithstanding this provision, Manthey-Racing can also prove and claim higher damages. Other legal claims remain unaffected. If Manthey asserts a claim which is directed to payment of a sum of money exceeding the lump sum, the lump sum paid shall be offset accordingly. The customer can prove that Manthey has incurred no damage or less damage than the lump sum.

6. Prices

The relevant purchase price is always the current price at the time the contract is executed. All prices are gross prices including statutory value added tax.

In the case of a mail-order purchase, the customer shall also bear the transport costs. If the customer wishes the conclusion of a transport insurance, he must also pay the additional costs incurred. Manthey will not take back transport packaging and all other packaging according to the packaging law. Rather, these become the property of the customer.

Any customs duties, fees, taxes, costs for confirmation of receipt and other public charges shall be borne by the customer.

Manthey reserves the right to issue an invoice for intra-community deliveries, which are not subject to VAT. Manthey-Racing will reimburse the customer for the amounts due for taxes if the customer submits to Manthey a confirmation of receipt in accordance with the legal requirements or the documents required in individual cases for proof of the actual export abroad.

7. Terms of Payment

In the case of a product purchase at the headquarters of Manthey, the purchase price is immediately due for payment. The delivery of the spare parts or accessories takes place immediately after payment of the outstanding amounts, unless otherwise agreed.

In all other cases, the purchase price is due for payment within 14 days of invoicing and delivery or collection of the goods. If advance payment is agreed to between the parties, the purchase price shall be due for payment within 14 days of the invoice date.

Upon expiry of the above payment periods, the customer shall be in default without the need for a reminder by Manthey-Racing. All purchase prices shall bear interest for the duration of the customer's default of payment at the statutory default interest rate applicable at the time. In addition, Manthey has the right to claim further damages caused by delay.

The customer can only assert rights of set-off or retention against Manthey to the extent that these are legally established or undisputed. This does not apply if the customer sets off counterclaims from the same purchase contract or

asserts a right of retention insofar as it is based on claims from the same contractual relationship.

If it becomes obvious after the conclusion of the contract that claims of Manthey are endangered by lack of solvency of the customer, Manthey is entitled to refuse the service and to withdraw from the contract (if necessary after setting a deadline), according to the legal regulations. This shall apply in particular if an application is made to open insolvency proceedings against the customer's assets.

8. Retention of Title

The ownership of sold products is reserved until full payment of all present and future claims from the individual purchase contract. If the customer is an entrepreneur, Manthey also retains ownership of sold products until full payment of all present and future claims from an ongoing business relationship.

If products purchased by the customer are subject to retention of title, the customer may not dispose of these products before full payment of the purchase price, in particular he may not pledge the products to third parties or assign them as security to third parties, nor contractually grant third parties use of them. It is the customer's responsibility to notify Manthey-Racing immediately and in writing of any access by third-parties to products subject to retention of title.

9. Warranty in Case of Defects

If the customer purchases spare parts and accessories from Manthey within the scope of a purchase contract, these are basically motorsport parts, unless they are expressly marked as regular spare parts. The purchase of motor sports parts represents a purchase of short-lived high-performance products, some of which are not approved for use on public roads. Manthey cannot assume any guarantee or liability for these special motorsport parts due to the nature of the products and the regularly short service life due to high demands.

Only if the customer purchases spare parts and accessories that are expressly marked as STVO-approved parts (ABE) (road traffic regulations approved) will the provisions of this paragraph on warranty rights in the event of defects be applied in addition. However, the assertion of warranty rights requires that the spare parts and accessories are used as intended. Spare parts and accessories are used in accordance with their intended purpose insofar as they are exposed to normal wear and tear in traffic on public roads through participation in road traffic. As far as any use beyond this, in particular through participation in racing events or events aimed at achieving high speeds, no guarantee can be given for these parts. We expressly point out that the parts can become defective due to the extraordinary load typical in racing operations, which can also lead to consequential damage. The customer assures that he is aware of this risk and will not assert any claims for damages or warranty claims. For these spare and accessory parts, a warranty can only be given in the event of delivery of defective parts.

Furthermore, there is no warranty for defects of the purchased item if it is a matter of the purchase of used accessories and spare parts and the purchased products have also been expressly marked as such. In the case of used parts, Manthey-Racing is only liable if Manthey has maliciously concealed the existence of a defect or has given a guarantee for the condition of the item. In all other respects, used parts shall

be purchased as seen. Manthey is only committed to test used parts for their suitability for use. However, the customer cannot derive any warranty rights against Manthey-Racing from this.

As far as a warranty can be considered, the customer's warranty claims in case of material defects and defects of title are based on the relevant legal regulations, as far as nothing else results from the following regulations. The following regulations do not affect the statutory special regulations on supplier recourse according to §§ 478, 479 BGB (German Civil Code), insofar as the customer of Manthey is an entrepreneur and distributes the purchased goods to end consumers as a supplier.

Insofar as the statutory warranty for defects applies, this shall be governed in particular by the agreed quality of the products purchased. The product descriptions used by Manthey and designated as such shall be regarded as an agreement on the quality of the goods. This also applies in the event that Manthey uses the product description of an own supplier and a supplier other than Manthey.

If the purchase contract is, for both, Manthey and the customer, who is an entrepreneur, a commercial transaction within the meaning of §§ 343 et seq. HGB (German Commercial Code), the warranty for defects depends on compliance with the statutory inspection and complaint obligations from §§ 377, 381 HGB. This has the consequence that the customer has to inform Manthey immediately in writing about a defect.

The notification is considered to be immediate if it is made within a period of two weeks after the defect has become known, whereby the deadline is met by the timely dispatch of the notification.

Irrespective of the obligations under commercial law, a customer, who is an entrepreneur, must report obvious defects (including cases of incorrect and short deliveries) in writing within two weeks of acceptance or delivery, even in the absence of a commercial transaction, whereby the deadline is also met in this respect by timely dispatch of the report.

If the customer, who is an entrepreneur, does not comply with his legal and/or contractual obligations to inspect and give notice of defects, Manthey is not liable for the defect not reported (in due time).

If the accepted or delivered goods are defective, it is in principle the responsibility of the customer, at his discretion, to demand repair or delivery of a defect-free item to remedy the defect. If the customer fails to make a corresponding declaration, Manthey can request the customer to exercise his right of choice within a reasonable period of time. If the customer does not exercise his right of choice within the set period, the right of choice passes to Manthey upon expiry of the period.

Manthey has the right to make the owed supplementary performance dependent on the customer paying the due purchase price. Irrespective of this, the customer's right to retain a part of the due purchase price which is reasonable in relation to the significance of the defect remains unaffected.

The customer has to give Manthey the necessary time and opportunity to remedy the defect, in particular to hand over the goods for inspection purposes. If the customer or Manthey decides on a replacement delivery, the customer must return the defective item in accordance with the statutory provisions. If the customer decides for a repair, he can demand from Manthey the removal of the defective object and the installation of a defect-free object, provided that

the products originally delivered by Manthey have been installed as intended. The customer has the option to alternatively demand the necessary amount of money. The reimbursement of expenses shall be limited to an amount corresponding to the proportionate costs. Manthey can refuse the reimbursement of disproportionate costs.

The expenses required for the purpose of inspection and subsequent performance, in particular, transport, travel, labours and material costs, shall be borne by Manthey to the extent that it turns out that a defect actually exists. If, however, the customer's demand for the removal of a defect turns out to be unjustified, Manthey has the right to demand compensation from the customer for the resulting costs.

If the supplementary performance fails or if a reasonable period to be set by the customer for the supplementary performance has expired unsuccessfully or is dispensable according to the legal regulations, the customer can withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, withdrawal is excluded.

Claims of the customer for damages or reimbursement of futile expenses exist only in accordance with the provisions of this section and are otherwise excluded. This does not affect liability for fraudulently concealed defects or in the case of a guarantee of quality.

10. Limitation Period

Notwithstanding § 438 Para. 1 No. 3 BGB (German Civil Code), the general limitation period for claims arising from material defects and defects of title shall be two years from receipt or delivery of the contract goods. If the customer is an entrepreneur, a limitation period of one year from receipt or delivery of the contract goods shall apply for claims arising from material defects and defects of title, in deviation from the above provision.

In the case of the purchase of used spare parts and accessories, the general limitation period for claims arising from defects of the purchased item, insofar as this is not excluded in accordance with § 8, shall be one year from receipt or delivery of the contract goods. If the customer is an entrepreneur, a limitation period for claims arising from defects of the purchased used object of six months from receipt or delivery of the contract goods shall apply in deviation from the above provision.

The above provision does not affect special statutory provisions for in rem restitution claims of third parties (§ 438 paragraph 1 No. 1 BGB (German Civil Code)), in case of fraudulent intent of Manthey (§ 438 paragraph 3 BGB) and for claims in supplier recourse in case of final delivery to a consumer (§ 479 BGB).

The above limitation periods shall also apply in principle to contractual and non-contractual claims for damages on the part of the customer, insofar as these are based on a defect in the service, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The limitation periods of the Product Liability Act shall remain unaffected by this.

The statutory periods of limitation shall apply to all other claims for damages. This applies primarily in so far as it concerns the limitation of claims arising from an intentional or grossly negligent breach of duty or an injury to life, body or health.

IV. Provisions for Providing Services

1. Scope of Application

The provisions of section IV apply additionally if the customer executes a contract with Manthey for the provision of services. These services are regularly connected to the service offer of Manthey in connection with races, test days, driver trainings or other racing related events and will be provided by Manthey at the racetrack on site or in a spatial context.

These are in particular the following services, including but not limited to:

- Coaching of drivers by racing instructors
- Organization and implementation of training courses and "TrackDays"
- Technical advice and support

Insofar as the customer books a complete package that includes contractual service components as well as contractual work components, the provisions of this section shall apply to the contractual service components and, in addition, the provisions of Section II shall apply to the contractual work components.

2. Contract Execution

A contract for the provision of services by Manthey is executed when the customer books the desired services (usually bundled as a package) with Manthey and Manthey accepts this offer within 14 days by written order confirmation.

If Manthey begins with the execution of the contract without the customer having received an order confirmation beforehand, the contract is concluded with the start of the execution and performance of the contractual services.

Manthey has the right to transfer the provision of individual services to third-parties. Manthey remains the contractual partner of the customer, unless otherwise specified in the individual case.

3. Subject Matter of the Contract & Performance of Services

The content and scope of the services to be provided by Manthey are exclusively based on the written order confirmation, unless otherwise agreed in individual cases.

Manthey determines—in accordance with the subject matter of the contract—the manner in which the services are to be provided.

The customer is not authorized to give instructions to Manthey-Racing or to the employees of Manthey or any other third-party commissioned with the provision of services.

4. Dates, Deadlines & Delays

If Manthey determines dates and deadlines for the provision of services, these are only binding if they are the subject of the written order confirmation to the customer.

Performance periods generally begin with the execution of the contract, unless otherwise agreed in individual cases. As far as performance dates are agreed upon, they are subject to the proviso that Manthey on its part receives the necessary services of its respective contractual partners in time and according to the contract.

If Manthey does not meet binding performance dates or deadlines for reasons for which Manthey is not responsible, Manthey will immediately inform the

customer about the delay and at the same time determine a new performance date or deadline. If Manthey is still prevented to perform according to the contract at this point of time, Manthey is entitled to withdraw from the contract completely or partly. If the customer has provided the agreed consideration or a part thereof up to this point in time, Manthey is obligated to immediately reimburse the customer.

Manthey is not responsible if the performance of services by third-parties is not performed on time and neither Manthey nor the third-party company is at fault.

The occurrence of the delay is basically determined according to the legal regulations. Deviating from this, Manthey will not be in arrears without a reminder from the customer, even in the case of binding performance dates and deadlines. If the customer is entitled to compensation for the damage caused by delay against Manthey, this is limited to an amount of 5% of the contract value of the delayed service. Manthey-Racing is not liable, if the damage would have occurred also with performance in due time.

Irrespective of these regulations, the mandatory legal claims of the customer exist as well as such rights which arise for Manthey in the case of the exclusion of the obligation to perform due to impossibility or unreasonableness of performance and/or subsequent performance.

5. Prices

Only the prices stated in the written order confirmation are authoritative and binding. Unless otherwise agreed in individual cases, the prices are gross prices including statutory value-added tax.

6. Terms of Payment

The agreed remuneration rates for services to be rendered become due for payment to Manthey upon execution of the contract—in principle without cash discount or other discounts, unless otherwise agreed in individual cases. Manthey will determine in each individual case in how many tranches and at which points in time payment targets are to be fulfilled. In any case, Manthey can make the provision of services dependent on the fact that outstanding amounts are paid in advance by way of advance payment.

In principle, payments are to be made in cash. It is at the discretion of Manthey to accept other means of payment such as bank transfers, credit cards, etc. Fees and costs, which result from the use of foreign currencies or foreign credit cards or the like, are to be borne by the customer.

Upon expiry of the payment periods specified in the individual case, the customer is in default, without the need for a reminder by Manthey. All remuneration claims are subject to interest at the applicable statutory default interest rate for the duration of the debtor's default. In addition, Manthey has the right to claim further damage caused by default.

The customer can only assert rights of set-off or retention against Manthey to the extent that these are legally established or undisputed. This does not restrict the customer in his possibility to assert counter rights, which result from a default for which Manthey is responsible.

If it is revealed after the conclusion of the contract that claims of Manthey are endangered by lack of solvency of the customer, Manthey is entitled to refuse the service and

to withdraw from the contract (if necessary after setting a time limit) according to the legal regulations. This shall apply in particular if an application is made to open insolvency proceedings against the customer's assets.

7. Performance Disturbances

If Manthey does not render a service according to the contract and Manthey is also responsible for this, Manthey is obliged to render the service according to the contract in whole or in part without additional costs for the customer within a reasonable period of time, unless this is only possible with disproportionate effort or the interest of the customer in the service has ceased to exist for reasons of time (absolute fixed transaction). This presupposes that the customer notifies Manthey of a default in performance in writing and immediately after becoming aware of it. If Manthey is prevented from rendering services by force majeure, Manthey is not liable for the delay.

If Manthey has not provided a service in accordance with the contract and Manthey is also responsible for this, and if Manthey does not succeed in providing the service in accordance with the contract within a grace period set by the customer for reasons for which Manthey is also responsible, the customer is entitled to terminate the contract without notice. The right to extraordinary termination for good cause remains unaffected by the above provision.

If the customer makes use of his aforementioned right of termination, Manthey is entitled to claim payment for the services rendered until the termination takes effect. The claim of Manthey, on the other hand, does not apply to such services in respect of which the customer within two weeks after receipt of the notice of termination qualified demonstrates that they are or were not usable and without interest for him.

If Manthey is not responsible for a service not provided in accordance with the contract, Manthey will offer the customer the provision in accordance with the contract within the scope of its possibilities. If the customer accepts this offer from Manthey, this is accompanied by the obligation of the customer to assume the additional effort and proven additional costs associated with the provision.

8. Limitation Period

All claims of the customer, which result from performance disturbances in the sense of the above regulation, expire within one year from the legal beginning of the limitation period, in contrast to the legal deadline.

The statutory limitation periods shall remain unaffected insofar as the limitation of claims arising from an intentional or grossly negligent breach of duty or injury to life, body or health is concerned.

9. Liability for External Services

Manthey is not liable for service disruptions, personal and material damages in connection with services, which are only mediated as external services, if these services are explicitly marked as external services in the service description and the order confirmation, indicating the mediated contractual partner, in such a way and recognizable for the customer that they are not part of the services, which are provided by Manthey itself.

V. Miscellaneous

The German version will apply and will prevail in case of lack of clarity, incompleteness or conflict in/due to the translation.

If, in If, in addition, texts (e.g., contracts, contract conditions, correspondence) are to be used in other languages, they shall be used only for information purposes.