

GENERAL TERMS AND CONDITIONS

(1) General conditions

- 1.1 These general terms and conditions (the “GTC”) include the detailed terms and conditions of the legal relationship between Motor-Classic Private Limited Company, as a business company engaged in vehicle restoration and other industrial activities (“Motor-Classic”) and its customer (the “Customer”), thus regulating the rights and obligations of the Parties arising out of the Agreement (as defined below). (Motor-Classic and the Customer are collectively referred to as the “Parties”, each separately as the “Party”.)
- 1.2 The legal relationship between the Parties are regulated by (i) the fee proposal sent by Motor-Classic, (ii) the order confirmed on the basis thereof and/or (iii) the service agreement concluded, (iv) the GTC, that shall form an integral part thereof at all times, and (v) any financial document or invoice issued in connection with the service provided by Motor-Classic (collectively, the “Agreement”). The documents listed are inseparable from each other. By making a verbal (in person or by telephone) or written (e-mail, fax or original) declaration or by signing the Agreement, the Customer expressly acknowledges and accepts the unity of the documents as listed above and their governance for the legal relationship between the Parties.
- 1.3 The provisions of the present GTC shall apply to matters not regulated in (i) the fee proposal sent by Motor-Classic, (ii) the order confirmed on the basis thereof, and/or (iii) the service agreement concluded.
- 1.4 Deviation from a provision of the GTC is only possible if the Parties have expressly agreed to this in writing.
- 1.5 The GTC is valid from October 15, 2022 until withdrawal. Motor-Classic is entitled to unilaterally amend the GTC, to the extent that the legal relationship between the Parties is always governed by the valid GTC available on the website of Motor-Classic.

(2) Terms of business

- 2.1 Motor-Classic carries out its activities in accordance with best industry practice, professionally and of highest quality, with qualified experts and modern industrial equipment.
- 2.2 Motor-Classic has industry standard liability insurance and cargo insurance.
- 2.3 Motor-Classic is an independent business enterprise, whose pricing mechanism is considered a trade secret in all cases, therefore it shall not disclose information about its pricing composition and components to any of its Customers, even upon special request.
- 2.4 Motor-Classic shall provide prior information about the activities and services to be performed and, at the Customer’s request, shall send a detailed fee proposal for the work the Customer wishes to have done. In the case of fee proposal made exclusively on the basis of preliminary information, Motor-Classic shall assume no liability for the content of the offer or its errors.
- 2.5 If, in the opinion of Motor-Classic, the Customer instruct it to have unprofessional work done, Motor-Classic may refuse and reject such instruction at any time without giving detailed reasoning.

(3) Scope and performance of services

(A) Vintage car restoration

- 3.1 Motor-Classic carries out the complete restoration of high-value classic vehicles that require special expertise based on individual service agreements with the Customers, as defined below.
- 3.2 Motor-Classic hereby draws the attention of its Customers, that the vehicles to be restored are in any case vintage vehicles older than 30 years, during the restoration of which Motor-Classic strives to preserve the originality, thus saving and further using the original parts found in the specific project vehicle. As a result, the vehicle to be restored and handed over to the Customer cannot be qualified as a new car, which also means that it necessarily carries the possibility of future failure, even with proper maintenance.
- 3.3 Motor-Classic carries out the following main activities during the restoration of the vehicle:
- (i) complete disassembly and demolition of a vehicle;
 - (ii) cleaning, paint removal, etching and shot blasting of disassembled parts;
 - (iii) removal of chemical paint from the bodywork;
 - (iv) body sheet metal work, other bodywork;
 - (v) priming of a self-supporting car body or chassis using the immersion bath process (KTL) - except for aluminum-shelled cars, in which case this process shall not be used due to possible shape deformation due to heat stress;
 - (vi) bodywork preparation for painting, cavity preservation according to manufacturer's specifications;
 - (vii) overhaul of main parts (engine, gearbox, cardan shaft, differential);
 - (viii) renovation and replacement of chassis parts (wear parts, shock absorbers, springs, bearings, bushes/silent blocks, etc.);
 - (ix) renovation of the fuel system (tank, fuel pipes, etc.);
 - (x) electronic system renovation (generator, starter, window lifter motors, wiper motor, heater motor, etc.);
 - (xi) re-phosphating of originally galvanized parts;
 - (xii) re-chroming of chromed parts;
 - (xiii) re-veneering and varnishing of wooden decorative elements (after fitting);
 - (xiv) restoration, repair and painting of seat frames;
 - (xv) full leather and fabric upholstery, replacement of carpet coverings (in the case of convertible versions, replacement of canvas roofs); and
 - (xvi) assembly and testing.
- 3.4 In order to comply with legal and international quality assurance conditions, Motor-Classic only installs parts purchased by itself, and works together with its own contracted partners during the restoration of vehicles. Based on this, it is neither allowed to install spare parts brought by the Customer nor the appointment of subcontractors by the Customer for the restoration, unless the Parties agree otherwise. In the latter case, the scope of service and warranty conditions shall be clarified prior to start working on the restoration.
- 3.5 If, during the restoration of the vehicle, any new, unforeseen circumstances arise in connection with the service performed, and Motor-Classic can handle such issues within the previously agreed and accepted budget, then Motor-Classic is entitled to decide at its own discretion. Should any new defect or condition be discovered during the restoration, which is not related to the restoration previously ordered, then Motor-Classic shall inform the Customer immediately about the newly discovered defect or condition.
- 3.6 To the best of its knowledge, Motor-Classic informs the Customers in advance of the time required for each restoration process, however, with the interpretation that these shall be considered approximate time requirements and may increase significantly depending on the

technical condition of the vehicles to be restored, whether due to new defects discovered during the work process, or delays in the procurement of parts or due to difficulties in the availability of resources.

- 3.7 Any additional work requested by the Customer in excess of those stipulated in the Agreement shall automatically extend the deadlines originally indicated.
- 3.8 The Customer acknowledges that Motor-Classic is entitled to perform a test drive(s) as part of the restoration in order to run in and test the vehicle.
- 3.9 Motor-Classic keeps a record of the work performed, the parts and materials used, and takes photographs and electronic recordings where appropriate. The record shall indicate the working hours, the quantity of materials and parts used for the repair, and the respective cost.
- 3.10 The Customer hereby consents to Motor-Classic taking photographs or electronic recordings of any project vehicle will be restored or under restoration, which can then be used without any restriction or payment in any medium for the purpose of advertising its own business activities.

(B) Chrome plating

- 3.11 Due to its technological capabilities, Motor-Classic also performs, without the use of special tools, the decorative chrome plating of parts, where it can guarantee the professional and in high standard plating of the aesthetically important surfaces of the motor vehicle. Following a specific investigation and assessing the need of customized tools, Motor-Classic also ready to perform the coating of any other geometry, as well.
- 3.12 Parts received for chrome plating are subject to a preliminary inspection by Motor-Classic, during which it is assessed whether the construction of the plating system can be started. The Customer acknowledges that the existing coating will be chemically removed and etched, considering that the quality of the new chrome coating can only be built up on a base metal in good condition and properly prepared.
- 3.13 According to the preliminary inspection, Motor-Classic only provides parts with a new chrome coating system, where the typical main dimensions of the base metal constituting the geometry of such parts has not been damaged by time or previous repairs. In practice this means that the material of sheet metal components must not be excessively corroded, nor can its thickness decrease below its nominal size at the edges.
- 3.14 A catalogue with images shall be made of the component(s) sent by the Customer to Motor-Classic after receipt and etching. If Motor-Classic does not consider a specific component suitable for processing, its further handling shall be governed by the Customer's statement that (i) it shall be transported at Customer's own expense, or (ii) Customer decides the component to be scrapped. Scrapping shall be performed by Motor-Classic. If the coating of the component concerned can be started, Motor-Classic shall send a fee proposal to the Customer, and further work on the given work piece shall be carried out only following the fee proposal has been accepted by the Customer.
- 3.15 The preparation of the parts for chrome plating continues with shot blasting after chemical etching. In this process, the corrosion is removed from the entire surface of the component. This is followed by the copper coating applied in layers as needed, by sanding of each layer. These operations shall be repeated until the irregularities appearing on the surface of the part that are important from an aesthetic point of view - scratches, pits - can be completely removed. The surface can then be polished, which creates a suitable base for the nickel coating. The final chrome coating is made exclusively on a nickel coating that is perfect in terms of appearance and adhesion.

3.16 Motor-Classic's internal quality control processes guarantee that the chrome coating on the aesthetically important surfaces of workpiece is 99% uniform and bonds to the base layers of the coating with adequate adhesion. In parts where minor defects, deficiencies, foreign particles can be recognized on a larger surface, but these do not adversely affect the appearance, repair of defects will not be carried out, since that repeated chemical etching and subsequent galvanic coating may further deteriorate the condition of the coating, and the base metal itself.

(C) CNC

3.17 Motor-Classic also performs manufacturing of industrial parts, both individually and at series level, which are generally produced based on the documentation received. Based on Customers' specific requests and a separate agreement, parts for CNC purposes can also be designed, parameterized, and prepared for serial production.

3.18 The raw materials required for the pieces to be machined are typically procured by Motor-Classic, but the Customer can also make them available to Motor-Classic based on a separate agreement.

3.19 The ownership of the production technology as an intellectual product (know-how) always belongs to Motor-Classic.

(D) Other industrial services

3.20 Among Motor-Classic's other industry services, automotive robotic or manual painting is carried out on the raw materials brought by the Customers and using the surface treatment materials prescribed or provided by them. By its nature such excludes the responsibility of Motor-Classic for surface treatment defects resulting from quality defects of raw materials and surface treatment materials.

(4) Payment Terms

4.1 Customer shall pay Motor-Classic 50% of the total fee included in the accepted fee proposal as an advance payment to cover the expected material procurement costs and labor fees of Motor-Classic, for which it shall issue an advance invoice. The remaining 50% shall be paid against the final invoice after the completion of the work or service, but in any time prior to the hand over of the product, subject to the exception below.

4.2 In case of vehicle restoration, following the advance payment of 50%, the Customer shall also pay an additional 25% of the total fee included in the fee proposal following the painting of the vehicle is done, and the final 25% of the total fee before handing over the vehicle, against the final invoice.

4.3 As a result of Motor-Classic's activities, the product and related documents, if any, will be handed over to the Customer after the payment of the relevant advance and final invoice.

4.4 Regarding the performance of any other services and industrial activities, separate agreement of the Parties shall govern.

(5) Charge over assets

Until the invoices specified in the payment conditions are settled in full, Motor-Classic has a legal title of charge over the assets of Customers therefore can retain these assets in its possession and not obliged to release to Customers until the final payment is made (Civil Code 6:246. §).

(6) Place of delivery of services

Quality handover and acceptance of the vehicles restored and products prepared during other activities and services to the Customer shall take place at the Motor-Classic plant in Tatabánya, Hungary, regardless of whether Motor-Classic will transport them later upon the request of the Customer to the location specified by the Customer.

(7) Reporting defects

- 7.1 Motor Classic shall inspect the reported complaints in connection with possible defects in good faith and in professionally manner with high quality standards. In all cases, the Customer shall report any quality objections related to the performed actions and service in writing.
- 7.2 Motor-Classic shall fulfill its inspection arising out of faulty performance at its own plant (which, to avoid misunderstandings, is the same as Motor-Classic's registered office), given that it requires special expertise and tools. Customers shall arrange the delivery of the damaged property to Motor-Classic's plant, with prior notification of Motor-Classic specifying the expected date of delivery.
- 7.3 Motor-Classic shall investigate the Customer's quality complaint as soon as possible in a manner agreed upon with the Customer in advance. If the demand is legitim, Motor-Classic shall resolve the issue in accordance with the provisions regarding defective performance. If Motor-Classic does not accept the quality complaint, it shall inform the Customer in writing.
- 7.4 If the Customer or its representative wishes to be present during the inspection, Motor-Classic shall allow the Customer to do so - in compliance with the rules on hazardous establishments and occupational safety.
- 7.5 The Parties will jointly record the results of the investigation in a protocol, where both Parties will state their comments. In the event of any discrepancy between the statements, the Customer may turn to an independent expert in order to prepare a separate report on the essential technical issues related to the work or actions performed. If the Customer is a consumer, (s)he can contact supervisory bodies specified by the relevant legislation and defined in paragraph 10.5 below.

(8) Liability rules

- 8.1 In accordance with the current Hungarian legal regulations, Motor-Classic undertakes warranty (in Hungarian: "*kellékszavatosság*") for the actions and services provided by Motor-Classic for a period of 12 months (24 months in the case of consumers) from the date of handover (Civil Code § 6:159 - 167). In order to avoid misunderstandings, in case of liability for defects, it is assumed the performance was faultless, so the Customer, as the entitled party, must prove that the actions or service was faulty at the time of their performance.
- 8.2 Motor-Classic does not provide any guarantee (in Hungarian: "*jótállás*") to non-consumer Customers. With regard to consumers, it undertakes gurantee in accordance with the applicable legal regulations.
- 8.3 Given that Motor-Classic is not considered a manufacturer, product liability (in Hungarian: "*termékfelelősség*") cannot be interpreted in the legal relationship between the Parties, therefore it does not exist by its nature. Where this still exists though, Motor-Classic is subject to product liability in line with the current legal regulations.
- 8.4 The liability period for defects begins after the completion of the actions or service, on the day the asset is handed over to the Customer or to Customer's representative.

- 8.5 Any liability claim for defects can only be pursued at Motor-Classic's plant in Hungary, so that the detailed inspection, disassembly and possible troubleshooting of the respective asset will also take place there in accordance with paragraph 7.4 above. The defective asset shall in all cases be transported to the plant of Motor-Classic at the Customer's own expense.
- 8.6 Liability claim for defects can only be enforceable if after noticing the defect the operation and/or use of the asset was immediately ceased, further, Motor-Classic was immediately informed of the existing defect and finally, the existing defect has not been repaired by the Customer or any repair shop without the prior consent of Motor-Classic. In order to enforce the liability claim for defects, the Customer must report the existing defect to Motor Classic in writing within the warranty period.
- 8.7 Motor-Classic rejects any request where the asset has not been professionally maintained in the prescribed manner, or any repair, alteration, or demolition has been carried out on such asset within the liability period. In the event of conflict between the Parties in connection with the liability for defects, Motor-Classic reserves the right to assign a forensic expert to the asset concerned and depending on the outcome of the report delivered by the expert, to charge the related fee to the Customer.
- 8.8 The performance shall be considered defective if its activity or service failed to be performed properly by Motor-Classic in a clearly evidenced manner.
- 8.9 A liability claim for defects may not be pursued if the defect is the result of normal wear and tear.
- 8.10 In the case of restored vehicles, the liability ceases to exist also if:
- (i) the Customer fails to properly run-in the vehicle restored or does not perform it in accordance with the manufacturer's specifications,
 - (ii) the Customer has not had the inspections and interim maintenance carried out on the vehicle at all, or at the time when the specified mileage or time interval limits were reached;
 - (iii) the vehicle has been dismantled, modified, repaired by any person other than a Motor-Classic specialist,
 - (iv) the repaired unit on the vehicle has been damaged or destroyed (due to natural disaster, accidental damage or the like);
 - (v) the vehicle was not handled or operated in accordance with the operating instructions of the manufacturer, or it was handled or operated in an unprofessional manner.
- For the purposes of this paragraph, unprofessional handling or operation is deemed in particular if:
- (i) not the specified fuel or lubricant is used in the vehicle;
 - (ii) the vehicle is stored improperly;
 - (iii) in case of failure, it continues to be operated; or
 - (iv) the vehicle is overloaded or used for other than the intended purposes (it is used in a speed range other than specified for its age, it is used for racing or it is used in extreme traffic situations).
- 8.11 The liability does not apply to any damage to various glass components and plastic covers.
- 8.12 If the ownership of a vehicle restored by Motor-Classic is acquired by a professional car restoration and/or dealer company and the vehicle concerned is resold by this company under its own name, then Motor-Classic's liability towards both the original buyer and subsequent owners is automatically terminated without any further legal action on the day the vehicle is resold.

(9) Force majeure

In the event of a force majeure affecting Motor-Classic, as well as any of its subcontractors or contracted partners, the entity concerned shall be released from its obligation to deliver or perform

for the duration of force majeure. Force majeure is, in particular, the official closure or interruption of the delivery route, the occurrence of events such as fire damage, flood, strike, legal lockouts, epidemics and pandemics beyond the control of Motor-Classic.

(10) Miscellaneous Provisions

- 10.1 Parties' declaration sent by post, in a letter with return receipt shall be deemed to have been delivered at the time of receipt indicated on the return receipt. Shall the recipient fail to receive the mail addressed to it twice in a row, it shall be considered delivered on the fifth working day from the second unsuccessful delivery of the mail. Shall the letter sent by post be returned with the comment "moved" or "recipient unknown", and if the recipient refuses to receive it, the letter is considered delivered on the day of the delivery attempt.
- 10.2 The Agreement can only be amended in writing by mutual agreement of the Parties.
- 10.3 Issues not regulated in the GTC or in the fee proposal, as well as in the order and/or service agreement between the Parties are governed by Act V of 2013 on the Civil Code and Government Decree No. 249/2004 (VIII.27) on statutory warranty for certain repair and maintenance services, and the provisions of the Hungarian legislation in force.
- 10.4 The Parties state that their disputes arising from the Agreement will primarily be resolved amicably. Shall the peaceful settlement of the dispute fail to be successful, the parties' legal dispute shall be decided by the exclusive jurisdiction of the court competent at the Company's registered office.
- 10.5 In addition to using the judicial process, a Customer who is considered a consumer has the right to file a complaint with the competent regional office of the National Consumer Protection Authority and may initiate proceedings before the Conciliation Board.
- 10.6 If any provision of the GTC is or becomes invalid, or not effective, it does not result in the complete invalidity or ineffectiveness of these GTC. The Parties are obliged to remedy the invalid provision no later than 30 days after becoming aware of it and to replace it with a valid provision that is closest to their original contractual will.

Tatabánya, October 1, 2022