

## 1. SCOPE OF APPLICATION AND ORDER OF PRECEDENCE

These General Terms and Conditions (hereinafter: "GTC") apply to the conclusion, content and execution of contracts between RacingFuel Simulators AG, Tödistr. 54, 8810 Horgen, Switzerland (hereinafter: "RFAG") and its private or business customers. They govern the terms and conditions for the purchase of hardware (in particular simulators) and associated services (hereinafter all: "products") in accordance with the specific offer submitted by RFAG and form an integral part thereof.

The version of the GTC valid at the time of the offer submitted by RFAG, which is published on the Internet at racingfuel-simulators.com and race-sims.com, shall apply.

- Private customers are natural or legal persons who do not use the products commercially, i.e. in particular do not make them available to third parties for (temporary) use in return for payment.
- Business customers are natural or legal persons who use the products commercially and make them available to third parties for (temporary) use in return for payment, particularly in race-centers.

In the event of contradictions between the contract (accepted offer from RFAG) and these GTC, the provisions of the contract shall take precedence over the GTC.

## 2. CONCLUSION OF THE CONTRACT

The contract between RFAG and the private customers (both hereinafter: customer) is concluded as soon as

- a) a down payment of at least 50% of the offered purchase price (incl. VAT) is credited to RFAG (this also constitutes acceptance of the offer), and
- b) the condition precedent pursuant to paragraph 2 of this section is fulfilled.

The contract is subject to the condition precedent that each customer also signs the licence and software maintenance agreement (hereinafter: licence and maintenance agreement).

- The licence terms of the licence and maintenance agreement must be accepted by both private and business customers.
- For business customers, the purchase of software maintenance services is mandatory, while the purchase of hardware maintenance services is optional. The details are defined in the specific licence and maintenance agreement.
- For private customers, both the purchase of software maintenance services and the purchase of hardware maintenance services are optional. The details are defined in the specific licence and maintenance agreement.

## 3. OBLIGATION TO INSPECT AND NOTIFICATION OF DEFECTS

The customer is obliged to inspect the products immediately upon receipt and to notify RFAG immediately in writing of any defects or indications of defects, giving a precise description of the defects.

## 4. GUARANTEE / WARRANTY AND EXCLUSIONS

RFAG guarantees that the products are delivered in working order. The warranty period of **24 months** from delivery applies to all simulator components developed by RFAG. The warranty details of the respective manufacturer apply to all installed third-party components. RFAG is not liable for rejected warranty claims from suppliers or third parties.

RFAG accepts no warranty/guarantee for defects and faults for which it is not responsible, such as natural wear and tear, force majeure, improper handling, intervention by the customer or third parties, excessive use, unsuitable operating materials or extreme environmental influences.

Defects and faults caused by third-party software updates (e.g. Microsoft updates, etc.) are excluded from the warranty. This also includes all subsequent changes made by the customer, whether deliberately or negligently, which deviate in content from the RFAG installation at the time of delivery. In this case, RFAG is under no obligation to grant a guarantee or offer support services.

RFAG provides no warranty/guarantee for any software solution specifically requested by the customer that deviates from the RFAG standard installation, and the content (vehicles, skins and tracks) tested by RFAG.

The customer is primarily entitled to the right to repair. RFAG shall carry out the corresponding work at its own premises or at the customer's premises, at the customer's discretion, who must grant free access in this case. Dismantling, assembly, transport, packaging, travelling and accommodation costs are to be borne by the customer (see point VII. Directed costs). Replaced parts become the property of RFAG.

If the defect cannot be rectified, the customer shall be entitled to compensation for the proven, direct damage or to a price reduction.

## 5. Liability

RFAG is only liable for willful intent and gross negligence and for damage demonstrably caused by corresponding fault on the part of RFAG. Any liability for slight negligence is excluded. Liability for consequential damages and for loss of profit is excluded.

## 6. Importers, Distributors, and Customizers

All appointed importers, distributors, and customizers who distribute or modify products from RFAG agree to use only the sales and customization procedures authorized by RFAG. They are prohibited from modifying or reselling products in any way that could jeopardize the trademarks, quality, or integrity of the products. Any modifications or customizations not explicitly authorized by RFAG are prohibited and may result in legal consequences. The import, distribution, and customization of products by unauthorized third parties is also prohibited.

## 7. No Warranty, Support, and Liability for Customizers and Self-Built Products

RFAG assumes no warranty, liability, or support, as outlined in the general terms and conditions (GTC), for simulators built or customized by importers, distributors, or customizers in their respective country or continent, even if based on a chassis or base from RFAG. Any modifications or alterations made after delivery by RFAG are at the sole risk of the respective importer, distributor, or customizer. RFAG accepts no responsibility for the functionality, quality, safety, or other characteristics of such products that deviate from the terms set forth in the GTC.

## 8. Remuneration and payment modalities

The remuneration is defined in the contract and in the licence and software maintenance agreement. The same applies to the payment modalities, insofar as they are not regulated differently in section 2 para. 1 lit. a. The remuneration is understood to be in Swiss francs excluding VAT. Transport costs shall be borne by the customer in all cases.

If and insofar as no other provision has been made in the contract, or the corresponding services are not included in a lump sum in the licence and software maintenance contract, the following hourly rates apply:

- Repairs / installations / updates**  
per working and waiting hour technician: CHF 149, per travelling hour: CHF 50
- Support and engineering**
  - Data analyses, programming, consulting, training and commissioning
  - Hardware and software troubleshootingper working and waiting hour engineer: CHF 169, per travelling hour: CHF 50
- Surcharges for extraordinary assignments**  
Outside business hours 50%, Sunday and public holiday surcharge 100%, Express surcharge 150%
- Expenses**  
Passenger car: per km CHF 0.80, Delivery van: per km CHF 1.25, Flight costs: at cost, Hotel costs: at cost, Catering costs: at cost.

## 9. Data protection

The parties undertake to comply with the provisions of Swiss data protection legislation and, if and insofar as applicable, the EU GDPR.

## 10. Final provisions

1. The right of cancellation is - as far as legally permissible - excluded.
2. RFAG reserves the right to amend the GTC and the other contractual provisions at any time. If the customer continues to use RFAG's products after the new GTC have come into force and been communicated, the new GTC shall be deemed to have been accepted.
3. If individual provisions prove to be invalid or unlawful, these provisions shall be replaced by provisions that are as equivalent as possible in terms of content and economic effect. The same applies in the event of a gap in the contract.
4. Swiss law shall apply exclusively. The exclusive place of jurisdiction is Horgen, Switzerland.

Horgen, 20 January 2025

RacingFuel Simulators AG  
Tödistrasse 54  
8810 Horgen  
Switzerland