

CORPORATE POLICY

1. THE SCOPE OF ACTIVITIES OF THEKÉT MÁRTON KFT. RACECAR BODY CONSTRUCTION WORKSHOP

- manufacture of motor vehicles
- manufacture of structural metal products
- forging, pressing, powder metallurgy
- treatment and coating services of metal
- metalworking
- manufacture of electric lighting equipment
- manufacture of bodies (coachwork) for motor vehicles; manufacture of trailers and semi-trailers
- manufacture of parts and accessories for motor vehicles and their engines
- manufacture of other furniture
- manufacture of games and toys
- repair of motor vehicles and motorcycles
- sale of motor vehicle parts and accessories
- other sports activities
- other service activities n.e.c.

2. GENERAL CORPORATE POLICY

2.1. During processing orders, our Company evaluates the feasibility of undertaking the provision of the service, with consideration of the relevant requirements of the International Motor Sports Association (Federation Internationale de l'Automobile – FIA) and the National Automobilsport Federation of Hungary (Magyar Autósport Szövetség – MNASZ).

2.2. If the order deviates from the rules related to the give vehicle model, part, or its motor group or machine class, our Company may refuse carrying out the order.

2.3. Our Company's CEO, his Deputy, or a person designated by him are authorized to evaluate of the conditions of the service and to provide the necessary information.

2.4. Special conditions also apply to race car construction and other vehicle transformations, which are the main activities of our Company; see: **Racecar building conditions and corporate responsibility**

3. ORDERING A PROJECT

3.1. Pre-order

Due to the nature of our activity and for its proper coordination, we register pre-orders of works based on previous consultation. Pre-orders are placed in person, via phone, or via mail. Pre-orders are valid for one calendar week.

3.2. Order

4.2.1. The final order must be submitted within one calendar week after the pre-order, which may be placed via regular mail or email.

4.2.2. Orders are placed by completing an order form related to the work to be completed, which the private or legal person placing the order must sign and stamp.

3.3. Confirmation of order

4.3.1. The detailed list of works to be completed, or the reference to the document to be attached containing the list, and the preliminary price calculation are included on the "Confirmation of Order" form.

4.3.2. The order is considered final after the amounts of the advance payment (also see: 5.3) and the specified material and work fee advance payment (also see: 5.4) have been paid.

3.4. Subsequently placed orders

Subsequently submitted orders (orders submitted during the execution of the work) can only be carried out in case of the modification of the quotation or the project deadline (see: work, Service Agreement). Payment terms for such orders are the same as laid out in item 5 of this Policy.

4. SERVICE AGREEMENT

4.1. Concluding an Service Agreement

Above a HUF 100,000 value limit, we enter into a contract with our Customers in each case, which is signed at the time the order is placed.

4.2. Content of the agreements

The Service Agreement contains the following:

- Data of the contracting parties
- The subject of the Agreement
- The terms and conditions of carrying out the order
- The payment schedule of the Service Fee
- The agreements related to legal issues

5. PRICE CALCULATION, INVOICE

5.1. Price calculation

Due to the unique nature of our activity, we are not able to establish in each case at the time of undertaking the work the completion of which tasks will be necessary, or the period and material costs of their completion; therefore, in addition to the preliminary price calculation, we always inform our Customers of the highest expectable cost as well.

5.2. Quotation

Quotations submitted to our Customers are valid for thirty (30) calendar days, or until the expiry specified in the quotation.

Validity expires within the above-mentioned expiry periods if the condition of the subject of the work provided by the Customer (e. g. the body being the basis for the racecar or the part to be repaired or modified) does not match the descriptions of the Customer, or if, after its evaluation, a change takes place in the condition of such objects, or if, during the execution of the work, faults are discovered which were not visible during the evaluation.

5.3. Advance payment

In the event of a pre-order, the advance payment shall be 5-10% of the estimated value of the fee. The amount submitted as advance payment shall be handled in accordance with the relevant laws in effect.

5.4. Advance payment

When confirming the order, we issue an advance payment invoice for the material and work fee advance payment of approx. 30-50%, depending on the expectable material and work fee costs, or, in case of products requiring high priced materials, covering the complete material costs and the subcontractor fees.

5.5. Payment schedule

In case of longer term performance we agree with our Customers in a scheduled payment of the costs, which is implemented in accordance with the Service Agreement.

5.6. Accounts

We issue the final invoice after deducting the advance payments and discounts, at the time of the completion of the performance. Invoices are paid in accordance with the Service Agreement, in cash or by transfer.

5.7. Discounts

We offer ad hoc or regular discounts from our work fees to our regular Customers, those ordering a larger volume of work, or car racers. We reserve all rights to select the recipients of discounts, and to select the rate, time, and period of the discounts at our own discretion. We specify the rate of a discount granted for a specific work in the related Agreement, and the modification of the work may entail the modification or cancellation of the discount also.

6. GENERAL CORPORATE RESPONSIBILITY

6.1. We shall not be held liable for any belongings or valuables left in vehicles; therefore, Customers are encouraged to remove all personal belongings from vehicles being the subject of the contracted work.

6.2. One copy of the order shall always belong to the Customer, to whom it also serves as confirmation of the handover of the project to the Company. After the completion of the ordered work, the Customer verifies by presenting the order form its entitlement to take over the part or object being the subject of the order.

6.3. When placing the order, the Customer must verify that it is entitled to order the work, i.e. that the subject of the order comprises its property, or it has received proper authorization from the owner of the property.

6.4. If we find malfunctions or faults in accordance with the nature of our activity but independently of the work to be completed, and which poses a hazard to the safe operation of the vehicle, we shall notify the Customer accordingly. The Customer shall make a statement with respect to including the correction or repair of such fault or malfunction in the work. If the found malfunction jeopardizes the success of our work, we shall suspend the work process.

6.5. In case the Customer decides not to order the repair of the malfunctions posing a hazard to operational or travel safety, or the success of the ordered work, we are obligated to notify the Customer in writing with the description of the malfunction, when we hand over the malfunctioning vehicle (or part) to the Customer. The Customer is obligated to acknowledge the fact of the malfunction by signing the notification.

6.6. We shall render compensation for any damage (e. g. chassis damage, breaking of other parts) caused during the implementation of our service, which can be rendered by repairing the damage caused, or by setting a compensation fee. Claims for compensation must be submitted in writing before the takeover of the vehicle from the repair work.

6.7. We shall not assume any compensation liability, if the damage is caused due to the nature of the work, e. g. if the damage is caused in a sample part or a part that is only reparable on condition. We are obligated to verbally inform our Customer to that effect at the time of placing the order.

7. RACECAR BUILDING CONDITIONS AND CORPORATE RESPONSIBILITY

7.1. Liability of performance in compliance with the relevant rules

- The relevant, special rules of the car racing sports and their subdivisions laid down for building racecars (racecar body) and for manufacturing and modifying car parts for racing purposes apply. These rules may differ from those laid down for building public road vehicles; i.e. the applied modifications may exclude or limit the vehicle from participating in public road traffic. As we can only rely on information received from our Customer when an order is placed, we will point out the above limitations to the best of our knowledge but cannot be held liable for their extent.
- We shall complete the ordered work based on the information received from our Customer and those applicable to the given vehicle class. If we deem that the ordered work does not match the relevant rules, we shall point out this fact and shall complete the ordered work only on condition of the Customer's issuance of a written statement assuming all liability. If the ordered work is in severe violation of the relevant rules, we may deny service.

7.2. As a result of the nature of the work, the various racecar bodies and parts may be subject to damaged in the course of or as an associated factor of completing the work.

- The disassembling, or partial or complete removal and reinstallation of certain parts, and the addition of reinforcing parts (e. g. by welding) may cause esthetic deterioration, which we will attempt to reduce to the minimal extent.
- In the course of the installation of rollcages and completing body works, the polishing or finishing of vehicles may be damaged during welding and whetting. We try to do our utmost to avoid or minimize this, but we cannot be held liable for potential damage.
- After the addition or installation of reinforcing or bracing parts (e. g. rollcage), the body or its parts may become unsuitable to serve their originally intended function and may be able to do so only together with the added or installed part. We cannot be held liable for damage resulting from their removal.

7.3. Rollcage installations and body works are best carried out on completely empty car bodies to avoid damage.

We cannot assume any liability for parts left installed in car bodies (glass, cables, etc.). Parts and accessories that are necessary for samples, test runs, or the completion of the work may be exempted.

7.4. We shall remove parts that hinder or prevent the completion of the work. We shall notify the Customer of this fact only if the pre-calculated cost increased by more than 10% as a result.

7.5. As a result of changes caused by the installation of certain reinforcing/bracing parts, the modification or fixing of certain parts may be necessary. We shall complete such modification or fixing upon a separate related order, but such works do not comprise part of the original order.

8. CARRYING OUT WORKS

8.1. If the type of works that are necessary cannot be determined accurately at the time of placing the order, we shall repair unforeseen malfunctions in direct correlation with the ordered work in case of their discovery without a separate order.

8.2. If during the completion of the work we discover unforeseen malfunctions that:

- is not in correlation with the ordered work, independently of whether this affects operational or traffic safety, or
- the discovered work is in correlation with the ordered work, but by repairing it the amount determined as the highest expectable price of the service would increase by more than 10%, we are obligated to notify our Customer of the discovery of the malfunction and the related extra costs.

8.3. We shall perform additional works based on a separate related order (also see: 3.3), with communication of the new deadline and service price.

8.4. In case the Customer decides not to order the repair of the malfunctions posing a hazard to operational or travel safety, or the success of the ordered work, we shall continue the work only if the necessary repair can be carried out subsequently (see: 6.4)

8.5. If the work cannot be continued, the Customer is obligated to make arrangements for the transportation of the malfunctioning or faulty part within three (3) business days.

8.6. If the ordered work cannot be carried out due to an unforeseeable reason, we shall notify the Customer accordingly before the deadline of the performance of the service.

9. PROTECTION OF INTELLECTUAL PROPERTY

9.1. Our Company reserves the right to change (develop) the technical content (plans, technology of execution) in order to ensure that we perform the service at the highest technical standard and quality.

9.2. The plans and the execution technology (procedure) developed by the Contracting Parties are the exclusive intellectual property of the given Contracting Party.

9.3. Before the conclusion of the Agreement, and during and following the performance of its obligations, and in all other cases, the representatives of the Contracting Parties are obligated to handle any material, data, fact, information, or solution in strict confidentiality, without time limitation, as business secret.

9.4. For the most effective preservation of the intellectual property of the Parties, both the Customer and the Company must exclude the insight of any third party.

9.5. In accordance with the above, visitation of the work site is only possible in a limited manner. If it is so requested by the Customer, the work site can be entered only by prior arrangement and with the permission of the Company.

10. HANDOVER OF THE COMPLETED WORK

10.1. In case of a previously agreed deadline, we do not notify our Customer of the completion of the work. In case of an order with an indefinite deadline, we shall notify our Customer in the arranged manner about the expectable or exact time of delivery.

10.2. In the event that the Customer does not take over the completed work within eight (8) days from the notification, we shall be entitled to charge a storage fee. In the event that the Customer does not take over the equipment or motor vehicle within six (6) months from the time of the receipt of the completion notification sent via registered mail, we may initiate a legal procedure for the enforcement of the payment of the repair and storage fees.

10.3. We are obligated to issue to the Customer an invoice of the completed work and the installed materials in the format prescribed by the prevailing financial requirements – with the simultaneous submission of one copy of the work sheet.

10.4. The replaced main parts and the reparable scraps comprise a part of the Customer's property. If we submit an offer for the purchase of these parts, we shall arrange the price by mutual, bilateral negotiation.

11. LODGING AND MANAGING COMPLAINTS

11.1. Complaints related to the work must be submitted in writing with a simultaneous presentation of the related invoice.

11.2. The Customer may demand the repair of the incorrectly or incompletely carried out work, or the free of charge correction or repair of the malfunction caused during the work, based on the warranty conditions displayed in the order room, if the malfunction was unequivocally and exclusively caused by the fault of our Company.

11.3. Transportation of the vehicle to be repaired because of the faulty performance is the Customer's responsibility. We carry out the work covered by the warranty on our own premises. We shall assume the transportation costs based on the submitted invoice.

11.4. We are obligated to investigate the complaint of the Customer immediately, if possible, but within maximum fifteen (15) days, and if the complaint is justified, we are obligated to take measures for its correction based on the warranty conditions.

11.5. If we are not able to correct the subject of the complaint within an acceptable period due to shortage of parts or materials, we notify the Customer accordingly and arrange a new deadline.

11.6. The performance can be considered faulty if the ordered repair based on the malfunctions and faults communicated or discovered during the work have verifiably been performed in an incorrect or incomplete manner, and we have included the price of the work in the invoice.

11.7. The performance cannot be considered faulty if during the evaluation, disassembling we find faults that were not possible to explore unequivocally and completely accurately during the placement of the order, and the Customer did not order the repair of the subsequently discovered malfunction.

11.8. With the observance of the specified principles, the evaluation of the complaint is conducted as follows:

- How well did the work performance serve the completion of the work recorded in the documents (order, work sheet) related to the service?
- Did additional malfunctions emerge during the disassembling of the vehicle or the equipment and the performance of the work which was not detectable during the placement of the order, and was the Customer notified in due time?
- Can the necessity of the parts and materials included in the material use documents submitted to the Customer be established based on the work recorded on the work sheet,?
- Has the extent of the warranty for the completion of each work been determined correctly?
- Has the improvement of the operational units taken place as a result of the technical intervention; inasmuch as the setting and operating parameters can be measured, how much do they match the specified values?

11.9. If the person submitting the warranty claim wishes to be present at the time of the inspection, the opportunity must be provided.

11.10. We make a record of the results of the inspection together with the Customer, in which each Party records its comments following the inspection. In case of a difference in opinions, we are obligated to submit a copy of the records to the supervising organization or organization authorized for adjudication.

11.11. If a dispute arises in an important technical issue with respect to the quality of the service, particularly the performance of the work, we are obligated to request the expert opinion of the competent organization within ten (10) days. The quality control organization is obligated to grant that our representative be present during the inspection. The organization conducting the inspection shall inform the service provider whether the inspection will take place on the service provider's premises or at the inspection site.

11.12. The following comprise important issues:

- despite the completion of the work, no expectable improvement or even deterioration has taken place in the operation, or additional malfunction has arisen owing to the performance of the work,
- did additional malfunctions emerge during the disassembling of the vehicle or the equipment and the performance of the work which was not detectable during the placement of the order, and was the Customer notified accordingly?
- can the necessity of the parts and materials included in the material use documents submitted to the Customer be established based on the work performed?
- has the extent of the warranty been determined correctly?

11.13. It was inspection and the operational and running tests that served for the examination of units that are important from the aspect of the proper operation of the vehicle (part etc.) but not evaluable with diagnostic tools. During this, operability, the internal and extremal structural plans, and the typical operational attributes must be examined.

11.14. The expert opinion can only be requested for the evaluation of operational objections if the conditions and circumstances of the service provider fail to settle the dispute.

01. December 2013, Sándorfalva