

Identity:

The sole proprietorship KMS Racing Engines. Registered in The Dutch chamber of commerce/trade register under number: 3168324.

Located at Kuiperij 6 in 1185XS Amstelveen, the Netherlands.

Definitions:

In these Terms and Conditions (hereinafter referred to as "Terms"), the terms following hereinafter are used in the meaning mentioned below, unless explicitly indicated otherwise:

Agreement: any agreement between KMS Racing Engines and Customer for the sale of Products and Services.

Customer: Any company that acts for purposes related to its trading, business or professional activity and who concludes an Agreement with KMS Racing Engines or natural person who is not acting for purposes related to his/her commercial, business, craft or professional activities and who concludes an Agreement with KMS Racing Engines.

Product: All items offered by KMS Racing Engines that are the subject of an offer, quotation, agreement or other legal act between KMS Racing Engines and Customer. Loose Products that KMS Racing Engines sells are only intended for vehicles that are not allowed to drive on public roads.

Services: All services offered by KMS Racing Engines that are the subject of an offer, quotation, Agreement or other legal act between KMS Racing Engines and Customer.

In general, KMS Racing Engines offers all kinds of services in the field of trade (purchase and sales of Products) for itself or for third parties, development/repair of vehicle engines and (small) metalworking all this in the broadest sense of the word.

In particular, KMS Racing Engines offers, on behalf of the Customer, a racing or off-road develop/(p)repair/overhaul of the Customers car engine. Customer is aware that the aforementioned racing or off-road car engines are not allowed to drive on public roads and only may be used properly in a designated area.

KMS Racing Engines provides the following services in its workshop (specifically focused on motorsport and off-road use):

- Race car engine development
- Assembling/rebuilding race car engines
- Testing race cars and race car engines on the intended test benches (engine dynamometer and roller dynamometer)
- Programming service of racing electronics
- Selling Race Car electronics
- Designing/Manufacturing of wiring harnesses
- Designing/Manufacturing Custom Parts
- Other customization
- Small metalworking

General Terms and Conditions: These general terms and conditions, which apply between KMS Racing Engines and Customer.

Cooling-off period: A period of 14 days after receipt of the product or after the day on which Customer concludes the Agreement, where Customer (only a Customer (consumer)) has the right to exercise the right of withdrawal in accordance with chapter 7 of these general terms and conditions.

Right of withdrawal: The possibility for the Customer (only a Customer (consumer)) to Cooling off period to waiving the Agreement or delivered Product, see chapter 7 and 8 of this Terms and Conditions.

In writing: By means of a document signed by authorized representatives of KMS Racing Engines (and/or Customer).

Sales price: The price that KMS Racing Engines and Customer have agreed upon through offer and acceptance to the purchase the Product/service.

Ex works: Delivery of the Product takes place where the Product is from time to time assembled and/or the sale takes place by KMS Racing Engines (unless the parties otherwise agreed).

EU: For these general terms and conditions, the definition "EU" means the countries that are members of the European Union.

3. Applicability

- These terms and conditions apply to any offer from KMS Racing Engines and to any Agreement concluded between KMS Racing Engines and Customer.
- These conditions are prior to the conclusion of the Agreement to the Customer and the Customer has received these terms and conditions.
- The applicability of the Customer's general terms and conditions is rejected.

4. Offer/quotes

- All offers and quotations from KMS Racing Engines are without obligation, unless the quotation contains a term for acceptance. A quotation or offer lapses if the Product to which the quotation relates is no longer available in the meantime. Pictures, drawings, statements of weights, dimensions, colors, etc. are only approximate.
- If an offer has a limited period of validity or is made subject to conditions, this is stated in the offer.
- Obvious mistakes or errors in the offer are not binding on KMS Racing Engines.

5. Agreement

- The Agreement is concluded at the time of placing the order. With regard to Services, the Agreement is concluded at the time of signature of the assignment agreement to be further agreed for the relevant Services.
- An Agreement is concluded by written acceptance by KMS Racing Engines of an order, registration or assignment from the Customer or by delivery of the ordered Products, by delivery of the agreed Services and/or sending the invoice. KMS Racing Engines performs the Agreement on the basis of a best-efforts obligation.
- If the acceptance deviates from the offer included in the quotation, KMS Racing Engines not tied to it. The Agreement will then not be in accordance with this deviating acceptance, unless KMS Racing Engines indicates otherwise.

- Inaccuracies in the order confirmation must be reported by the Customer within five working days after date in writing to KMS Racing Engines.
- Customer is responsible for providing KMS Racing Engines with the correct contact payment details and any changes thereto.
- For the purposes of the Agreement, an electronic message is equated with a written notice.
- KMS Racing Engines is entitled to engage third parties in the execution of the Agreement to engage third parties.

Specific provisions regarding services:

- The performance period for the Services by KMS Racing Engines will be determined by approximation.
- When determining the execution period of the Services, KMS Racing Engines assumes that it can carry out the assignment under the circumstances that apply at the time of the agreement.
- The implementation period starts when all technical and commercial details are agreed upon, all necessary data is received by KMS Racing Engines, the agreed (instalment) payment has been received and when the necessary conditions for the execution of the assignment have been met.
- If there are circumstances other than those known to KMS Racing Engines when he determined the execution period, KMS Racing Engines may extend the execution period by the time necessary to execute the order under these circumstances. If the work cannot be scheduled by KMS Racing Engines they will be implemented as soon as his schedule allows it.
- Exceeding the agreed execution period of the Services does not in any way result in right to compensation, unless this has been agreed in writing.

6. Right of withdrawal

- The Customer (consumer) can revoke an Agreement with regard to the purchase of a product during the Cooling-Off Period.
- If the Customer (consumer) wishes to make use of his Right of Withdrawal for undamaged and unused Products, he must notify this within the Cooling Period to KMS Racing Engines using the Withdrawal Form (as attached to these Terms), or in a manner as stated on the website.
- The Customer (consumer) sends the product as soon as possible, but at the latest within 14 days from the day following the notification that he makes use of his Right of Withdrawal, or the Customer (consumer) hands over the product to (an authorized representative of) KMS Racing Engines, unless KMS Racing Engines comes to collect the product.
- The Customer (consumer) bears the direct costs of returning the product, unless otherwise specified by KMS Racing Engines.
- The Customer (consumer) returns the product together with all accessories supplied, in the original condition and packaging, and in accordance with the instructions provided by KMS Racing Engines.
- The risk and the burden of proof of the correct and timely exercise of the right of withdrawal rests with the Customer (consumer).
- KMS Racing Engines does not reimburse payments from the Customer (consumer) for any Delivery costs for returning the Product.

7. Cooling-off period

- The Customer (consumer) will handle the Product and the packaging with care during the Cooling-Off Period. He/she will only unpack or use the Product to the extent that necessary to determine the nature, characteristics and functioning of the Product.
The basic principle here is that the Customer (consumer) is only allowed to use the Product to the same extent as in a physical store.
- The Customer (consumer) is liable for the decrease in value of the Product that it is the result of a way of handling the product that goes beyond that stated in article 7.

8. Exclusion of the right of withdrawal

- KMS Racing Engines can exclude Products from the Right of Withdrawal. This is stated in the offer, in time for the conclusion of the Agreement. The exclusion of the best-efforts right of withdrawal applies in any case to Products that are tailor-made for the Customer (consumer) or specially ordered on behalf of the Customer.

9. Delivery within EU

- Any agreed delivery time or delivery date of KMS Racing Engines is indicative and not a strict deadline, unless expressly stated otherwise agreed in writing.
- Exceeding the agreed delivery time does not entitle the Customer to terminate the Agreement rescind or entitled to compensation or non-fulfilment of any obligation may arise from this Agreement.
- Delivery takes place after the Product has been completed on behalf of the Customer assembled and Customer has met the full Sales Price and any additional costs to KMS Racing Engines.
- If KMS Racing Engines needs data from the Customer for the execution of the Agreement, the execution period will not commence until after the Customer has made it fully available to KMS Racing Engines.

10. Performance of the Agreement

- The customer is obliged to collect the goods as soon as they become available to him. If the Customer refuses to accept the goods or is negligent in providing information or instructions that are necessary for the delivery, KMS Racing Engines is entitled to hold the product at the expense and risk of the Customer.

Delivery is deemed to have taken place:

- If the Products are collected by or on behalf of the Customer: by receipts for the Products.
- For deliveries via a commercial carrier: by transferring the Products to that carrier.
- When delivered via transport by KMS Racing Engines.
- KMS Racing Engines is entitled to execute the Agreement in different phases and separately invoice the phases that are executed.
- If the Agreement is executed in phases, KMS Racing Engines can suspend those parts that belong to a next phase until Customer receives the results or has approved the preceding phase in writing.

- If, during the execution of the Agreement, it appears that it is necessary for a proper implementation to change or supplement parts and/or if changes occur in the principles or other circumstances underlying to the Agreement. The parties will make adjustments in a timely manner and in mutual consultation of the Agreement. If the nature, scope or content of the Agreement, is not changed at the request or instruction of the Customer, the competent authorities, etc. and the Agreement is changed in qualitative and/or quantitative terms as a result, then this may also have consequences for what was originally agreed. Through an amendment to the Agreement may alter the initial term of execution. The Customer accepts the possibility of amending the Agreement, including the change in price and term of the execution.

There is in any case reason to adjust the Agreement if:

- There are relevant changes to (government) regulations or decisions.
 - There are relevant changes in the schedule of requirements for the original assignment.
 - Customer requires changes or variants of work that has already been done, or are part of a phase that has already been approved.
 - The agreed shipping costs for transport to a Customer increase with more than 10% over the usual transportation costs of the Product
 - If additional work is necessary during the fulfillment of the assignment.
- If the Agreement is changed, including an addition, KMS Racing Engines is entitled first to implement it after approval has been given by an authorized person of KMS Racing Engines and the Customer has agreed with the price stated for the execution and other conditions. This includes the time to be determined at which time it will be implemented. Not performing or late execution of the amended Agreement does not bring KMS Racing Engines in default and is not a reason for the Customer to terminate the Agreement. Without failing, KMS Racing Engines may refuse a request to change the agreement. In case this has consequences for the activities to be performed in that work phase or for the items that has to be delivered.
 - If the Customer remains in default of that which the Customer is held to by KMS Racing Engines, the Customer is liable for all damage (including costs) that has arisen directly or indirectly on the side of KMS Racing Engines.

Performance of the Agreement - specifically with regard to Services

- KMS Racing Engines will make sure to carry out the order carefully and represent the interests of the Client to his best ability.
- KMS Racing Engines will keep the Client information, provided to him, confidential when these are known to KMS Racing Engines as confidential or insofar as KMS Racing Engines knows or should reasonably know that this information is confidential.
- KMS Racing Engines will keep the Client informed of the execution of the order. KMS Racing Engines will provide all information in a timely manner upon request and to the best of its ability, including information about the progress of the execution of the assignment, changes in (government) regulations or decisions, and changes regarding the financial aspects of the assignment.

- The assignment is fulfilled in accordance with the agreed time schedule. Unless expressly agreed otherwise by both parties, the terms in the timetable no deadlines.
- KMS Racing Engines only starts with the next phase after the permission of the Customer has been granted. This approval of the preceding phases is deemed to have been understood by Customer or if Customer held this approval for some parts of the work on purpose.
- KMS Racing Engines is obliged to warn Customer if by or on behalf of Customer information and/or data provided or decisions taken by or on behalf of the Customer apparently contain such errors or defects, that KMS Racing Engines would act contrary to the requirements of reasonableness and fairness if he were to act without warning would build on it in the fulfillment of the contract.
- Customer cannot derive any rights from advice and information he receives from KMS Racing Engines if they are not directly related to the actual assignment.
- KMS Racing Engines is authorized to perform work under its direction by others and also to leave the management of parts to others, without prejudice to its responsibility for the proper fulfillment of the assignment.
- Unless expressly agreed otherwise in writing, the aesthetic value remains with the assessment of the correct fulfillment of the assignment is not taken into account. This goes unaffected that reasonable requirements must be met in this regard.

Execution of the Agreement - Customer Obligations

- Customer will behave as good and careful towards KMS Racing Engines. Customer needs to keep all data of KMS Racing Engines confidential, insofar as this information is known to the Client as confidential or to the extent that the Client should reasonably know that this information is confidential.
- Customer is responsible for both the timely provision and the correctness of the information provided, data and decisions provided on his behalf to KMS Racing Engines. necessary to properly fulfill the contract. He indemnifies KMS Racing Engines for claims by third parties with regard to this information, data and decisions.
- Customer is obliged to warn KMS Racing Engines in due time, if he is in the assumption of a shortcoming of KMS Racing Engines.

11. Price – Product

- The prices stated in the offer for the Products and/or Services are in euros, excluding VAT (for B2B customers, for B2C Products and/or Services offered will always include VAT) and exclude any shipping, handling and other costs such as government levies.
- The prices are based on existing prices of raw materials, materials, rates, wages, taxes, duties and charges. If one or more of these costs alter, KMS Racing Engines is entitled to alter the agreed prices as well.

- If KMS Racing Engines agrees a fixed price with Customer, KMS Racing Engines is nevertheless entitled to increase the price without the Customer being entitled to terminate the Agreement for that reason, if the increase in the price results from a power or obligation under law or regulation or its cause is in an increase in the price of raw materials, tones, etc. or on other grounds associated with the entering into the Agreement were not reasonably foreseeable.
- If the price increases, other than as a result of an amendment to the Agreement, more than 10% and takes place within three months after the conclusion of the Agreement, only the Customer is entitled to terminate the Agreement by means of a written statement, unless KMS Racing Engines is still willing to terminate the Agreement on the basis of the original Agreement, or if the price increase as a result of a power or an obligation resting on KMS Racing Engines, or if it has been stipulated that the delivery will take place more than three months after the purchase.

12. Cancellation Fees

- Customer can place the order before the time of delivery or delivery of the Product, In Writing Cancel. In that case, however, the Customer will owe 50% of the Sales Price.
- If the Customer had specific wishes with regard to the assembly (custom made) of the Notwithstanding the aforementioned paragraph, the product will have to pay the full costs involved in the procurement and assembly of Customer-specific requirements with regard to the assembly.

13. Duration

- The Agreement between KMS Racing Engines and Customer is for an indefinite period of time, unless the nature of the Agreement dictates otherwise or if the parties expressly agree otherwise in writing. Offers and quotations do not automatically apply to future orders.

14. Payment

- The payment term is 14 days after the invoice date, unless the Customer and KMS Racing Engines agrees otherwise. KMS Racing Engines is entitled to require payments in advance or invoice periodically. Before delivery of the Product by KMS Racing Engines, Customer must pay the full invoice amount of the Product. If the entire invoice amount of the Product is not met, the Product will not be delivered to the Customer.
- Payment must be made without compensation and without any deductions, unless otherwise determined by KMS Racing Engines. Also, Customer is not entitled to settle the amount Due with KMS Racing.
- If the Customer remains in default and does not pay the invoice in time, the Customer is in default according to the law and owes an interest of 2% per month on the amount due, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the payable amount will be calculated from the moment Customer is in default until the moment of payment of the full amount. Date of payment is the date to which the amount has been credited to the account of KMS Racing Engines.

- If the Customer is in default and does not fulfill its obligations in a timely manner, the Customer is all costs due in connection with the collection of invoiced amounts (including extrajudicial collection costs).
If Customer is stationed in the Netherlands, the extrajudicial collection costs is at least 14% of the invoice amount, with a minimum of € 55, everything excluding VAT. Outside the Netherlands, the extrajudicial collection costs is at least 16% of the invoice amount, with a minimum of €90, everything excluding VAT. The actual costs are eligible for reimbursement. Any judicial and enforcement costs will also be charged to the Customer.
- KMS Racing Engines has the right to use the payments made by the Customer at first in reduction of costs, then in reduction of interest and finally deducted from the principal and the accrued interest. Submitting a defect or complaint does not suspend the payment obligation of the Customer.

15. Termination

- KMS Racing Engines is authorized to suspend the fulfillment of the obligations or to terminate the agreement if:
 - Customer does not, not fully or not timely fulfill the obligations of the Agreement.
 - After the conclusion of the Agreement KMS Racing Engines came to know that circumstances give good reason to fear that the Customer will not fulfill the obligations.
 - Customer is requested to guarantee the fulfillment of his obligations when conclusion of the Agreement and this guarantee is not or insufficiently given.
 - Due to the delay on the part of the Customer, KMS Racing Engines can no longer are required to enter into the Agreement at the originally agreed conditions, KMS Racing Engines is entitled to terminate the Agreement.
- Furthermore, KMS Racing Engines is authorized to terminate the Agreement if circumstances arise which are of such a nature that fulfillment of the Agreement is impossible or not reasonably for KMS Racing Engines.
- In the event of termination of the Agreement, the claims of KMS Racing Engines are Customer immediately due. If KMS Racing Engines fulfills the obligations suspends it, he retains his claims under the Agreement.
- If KMS Racing Engines proceeds to suspension or termination, he is in no way liable for damage and costs that arise from this.
- If the termination is attributable to the Customer, KMS Racing Engines is entitled for compensation of the damage, including the costs, which KMS Racing Engines has directly and indirectly have to make.
- If the Customer fails to fulfill its obligations arising from the Agreement and this non-compliance justifies termination, then KMS Racing Engines is entitled to terminate the agreement immediately and with immediate effect without any obligation on its part to pay any damages or indemnification, while Customer, from due to termination of the Agreement, is obliged to pay compensation or indemnification.

- In the event of liquidation, (applications for) suspension of payments, bankruptcy, attachment (if and as soon as the attachment is not ended within three months) at the expense of the Customer, of debt restructuring or any other circumstance as a result at which the Customer cannot freely dispose its assets, KMS Racing Engines has the right to terminate the agreement immediately or to cancel the order, without any obligation on its part to pay any compensation or indemnification. The claims of KMS Racing Engines on Customer are immediately due in this case.
- If the Customer cancels an order in whole or in part, a cancellation fee of 50% of the Customer's order will be charged (in accordance with Article 10 of this Agreement).

16. Retention of Title

- All Products supplied by KMS Racing Engines under this Agreement remain the property of KMS Racing Engines until all obligations arising from the agreement with KMS Racing Engines have properly been fulfilled.
- Products delivered by KMS Racing Engines, which are subject to retention of title, may not be resold and may never be used as a payment method. Customer is not authorized to pledge the goods subject to retention of title nor on object in any other way.
- The customer must do everything that can reasonably be expected of him to secure retention of title from KMS Racing Engines.
- If third parties seize the goods that are delivered subject to retention of title or wish to establish or assert rights on the goods, then the Customer is obliged to inform KMS Racing Engines immediately.
- The risk with regard to the Products lies with the Customer after the time of delivery.
- The Customer is obliged to insure the Products delivered subject to retention of title and keep them insured against fire, explosion and water damage as well as against theft. Customer has to make the insurance policy of this insurance available for inspection on first request.
- In the event that KMS Racing Engines wishes to retain its proprietary rights as indicated in this article, exercise, the Customer gives unconditional and irrevocable permission to KMS Racing Engines and third parties designated by KMS Racing Engines to enter all the places where the KMS Racing Engines property is located, and to take back this property.

17. Force Majeure

- KMS Racing Engines can't be held to fulfill any obligation if KMS Racing Engines is hindered as a result of a circumstance which is not a fault of KMS Racing Engines, neither under the law, a juridical act or in traffic views. In that situation, KMS Racing Engines has the right to suspend the obligations as long as the force majeure continues, or terminate the Agreement by written notice to Customer, without being obliged to pay any compensation, unless in the given circumstances this would be unacceptable (according to standards of reasonableness and fairness).

- Force majeure on the part of KMS Racing Engines also includes: any of the will and at the hands of KMS Racing Engines independent circumstance, causing compliance cannot be expected of KMS Racing Engines, such as lack of personnel, strikes, late delivery or unsuitability of materials, government measures, poor or non-availability of infrastructural facilities (e.g. digital accessibility), transport options and non-performance of suppliers of KMS Racing Engines as a result of which KMS Racing Engines cannot reasonably fulfill its obligations towards the Customer or any other event through which the Customer loses the free disposal of its assets.
- KMS Racing Engines has the right to invoke to force majeure, if the circumstance, which prevents (further) fulfillment, comes into effect after KMS Racing Engines had to comply to its commitment.
- If KMS Racing Engines has already (partly) fulfill its obligations upon the occurrence of the force majeure, or can only partially fulfill its obligations, KMS Racing Engines is entitled to separately invoice the already delivered or the deliverable part. Customer is obliged to pay this invoice as if it concerned a separate contract.

18. Intellectual Property Rights

- All intellectual property rights, copyrights and know-how of KMS Racing Engines with regard to this Agreement and the Products and Services supplied by KMS Racing Engines, are held by KMS Racing Engines and/or its suppliers. There won't be any transfer of any intellectual property right under the Agreement, unless otherwise agreed.

19. Conformity

- Customer must check the purchased Products, upon delivery or as soon as possible, to check for any defects and/or shortcomings. Customer inquires whether quantity and quality of the delivered products correspond with the order and wishes.
- The Products delivered by KMS Racing Engines meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are normally used in the Netherlands. Customer is aware that the Product may only be used for racing or off-road vehicles which are not on allowed to drive on public roads.
Upon delivery, the Customer must verify whether the Products are suitable for use on a designated area (race circuit or off-road area) and meet the conditions for it.
- The warranty referred to in the second paragraph of this article applies until the delivery date, unless the parties have agreed otherwise. If the by KMS Racing Engines warranty relates to an item that was sold or produced by a third party, the warranty is limited to that provided by the seller or manufacturer of that item, unless otherwise stated.
Customer is aware that on behalf of Customer the product and/or work on Customer's vehicle is made of individual parts and may be composed of assembled parts, which parts of suppliers may need to be modified, as a result that no claim can be made on the manufacturer its warranty of these individual products from suppliers. Customer indemnifies KMS Racing Engines that Customer cannot make an appeal to the (factory) warranty with regard to these modified parts.

- Because the Customer's Product/vehicle will be used as a racing vehicle or off-road vehicle on a designated area, it is not for KMS Racing Engines to verify under what circumstances Customer and/or third parties Using Customer's product/vehicle, given this fact it is impossible for KMS Racing Engines to grant any form of warranty after the delivery date because it is not possible to check whether the defect was caused by damage or caused by incorrect use by the Customer.
- Any form of warranty will lapse if a defect has arisen as a result of injudicious or improper use or improper storage or incorrect/non-regular maintenance by the Customer and/or by third parties when, without written permission from KMS Racing Engines, Customer or third parties have made changes to the Product or vehicle of the Customer or have attempted to modify other things or attach parts which cannot be attached or processed parts in a manner other than that prescribed.
The customer is also not entitled to warranty if the defect is caused by or is the result of circumstances beyond KMS Racing Engines control, including weather conditions or exposure to extreme conditions.
- Any visible defects must be reported to KMS Racing in writing within 2 days after delivery by email. Non-visible defects must be reported within 6 months of delivery to KMS Racing Engines. The defects are described in detail, clearly describing how the non-conformity was discovered and clear photos of the defect if the non-conformity is visible, so that KMS Racing Engines can respond adequately to this message. The Customer must also send a copy of his proof of purchase.
The customer gives KMS Racing Engines the opportunity to investigate a complaint or defect. In the event that a defect is reported later, then the Customer is no longer entitled to repair, replacement or compensation by KMS Racing Engines.
- Customer warrants that it will not use the Products in violation of any applicable law or regulations, and/or in violation of any provision of the Agreement. Customer indemnifies KMS Racing Engines for all claims, damage and costs of third parties arising from and/or related to and/or result from a breach of the foregoing warranty by Customer.
- Customer is not bound by any warranty if and as long as Customer fulfills its obligations under the Agreement with KMS Racing Engines not, not properly or not on time. Nor does any warranty obligation of KMS Racing Engines arise if the delivered Products are alienated, processed or adjusted, all without the prior written permission of KMS Racing Engines.
- If it is established that a Product is defective (which defect is not because of damage caused by Customer) and this has been stated in time by Customer, then KMS Racing Engines will, within a reasonable period after receiving the product, notify the Customer of the defect. KMS Racing Engines will choose if the product will be replaced, repaired or pay the customer a replacement fee for this.
In case of replacement, Customer obliged to return the replaced Product to KMS Racing Engines and to transfer ownership to KMS Racing Engines, unless KMS Racing Engines indicates otherwise. KMS Racing Engines reserves the right to replace defective parts with new or overhauled parts in the workshop of KMS Racing Engines.
If it is established that a Product is defective, the Customer must pay the transport costs himself for sending the Product to KMS Racing Engines for replacement or repair.

- If it is established that a complaint is unfounded, the costs that were made by KMS Racing Engines during the research of the product will be entirely at the expense of the Customer.
- At the end of the warranty period, all costs for repair or replacement, including administration, shipping and transport costs, will be charged to the Customer.
- The deadline for all claims and defenses against KMS Racing Engines and the third parties involved in the Agreement is six months.

20. Disassembly Product

- If the Customer, without the prior written approval of KMS Racing Engines, disassembles, repair, modify or perform other work to the product or to modifications made by KMS Racing Engines at the racecar of the Customer, the warranty will be expired.
- Customer is aware that disassembly may lead to irreparable damage to the Product and personal injury to those who apply the Product/modifications to the vehicle of the Customer. Customer indemnifies KMS Racing Engines for damage (both direct as indirect damage) that arises if the Customer dismantles the Product/vehicle from the customer.
- Customer can only contact KMS Racing Engines for maintenance. If Customer visits another company for the maintenance, all warranties with regard to the Product/the adjustments made to the Customer's vehicle by KMS Racing Engines expires. Replacement parts of the Product/parts of the Customer's vehicle must always be original parts which were initially processed/installed by KMS Racing Engines, if this is not the case, all warranties with regard to the Product and the modifications made by KMS Racing Engines to the vehicle of the Customer expires.

21. Disclaimer

- Customer indemnifies KMS Racing Engines against any claims from third parties, which suffer damage during the execution of the Agreement and the cause of which to other parties than is attributable to KMS Racing Engines.
- If KMS Racing Engines should be addressed by third parties for this reason, Customer is obliged to assist KMS Racing Engines both in- and outside court and immediately do what may be expected of him in that case. Should Customer continue to be in default of taking adequate measures, then KMS Racing Engines is entitled to do it for itself. All costs and damage to the side of KMS Racing Engines and third parties arising as a result, are fully for the account of Customer.

22. Liability

- If KMS Racing Engines is liable, then this liability is limited to what is arranged in these general terms and conditions.
- KMS Racing Engines is not liable for damage, of whatever nature, caused by incorrect and/or incomplete information provided by the Customer when starting the Agreement.

- In addition, KMS Racing Engines is excluded for any form of liability (direct and indirect) for damage, except for damage that has been caused by KMS Racing Engines because of intentional or conscious recklessness.
More specifically, any form of liability by KMS Racing Engines excluded for all Products and/or Services sold and/or performed for a Customer in motorsport (for both consumers and business customers). The reason for this exclusion is because in motorsport many other factors play a role that can cause that the Product or the Services provided by KMS Racing Engines is damaged or apparently not meet expectations.
Many other factors come into play which influence the Products or Services sold by KMS Racing Engines, Customer will indemnify KMS Racing Engines against any form of liability with regard to the aforementioned Products and/or Services.
- If KMS Racing Engines should be liable for any damage. then the liability is limited to a maximum of the paid invoice value of the order, at least to that part of the order to which the liability relates. The liability of KMS Racing Engines is at all times limited to the amount of the payment from his insurer, where appropriate.
- KMS Racing Engines is only liable for direct damage. Direct damage means only the reasonable costs to determine the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of this conditions, any reasonable costs incurred to correct the poor performance of KMS Racing Engines to comply with the Agreement, insofar as these can be attributed to KMS Racing Engines and reasonable costs incurred to prevent or limitation of damage, insofar as the Customer demonstrates that these costs have resulted in limitation of direct damage as referred to in these general terms and conditions.
- KMS Racing Engines is never liable for indirect damage, including consequential damages, lost profits, lost savings and damages due to business interruption.

23. Personal data

- KMS Racing Engines and Customer only process personal data in accordance with the applicable regulations. Processing of personal data by KMS Racing Engines and Customer in the context of the execution of the Agreement and its services are provided in accordance with applicable laws and regulations.
- KMS Racing Engines and Customer will act in accordance with the regulations and the adequately protect provided personal data. KMS Racing Engines and Customer will implement technical and organizational measures to protect the personal data against loss and against any form of unlawful processing. These measures guarantee an appropriate level of security, taking into account the current state of technology and the costs of implementation, having regard to the risks involved in the processing and the nature of the data to be protected.

24. Disputes

- KMS Racing Engines is a corporation organized and existing under the law of the Netherlands. Agreements between KMS Racing Engines and customer are exclusively governed by Dutch law. All disputes that may arise between the parties during or after the agreement will be submitted to the competent court in the district of Amsterdam, The Netherlands.
- The applicability of the Vienna Sales Convention is excluded.

25. Other

- If one or more provisions in these Terms and Conditions are wholly or are partially null at any time, the remaining provisions of this Terms and Conditions are fully applicable. The parties will enter into consultations in order to resolve the void or to replace the voided provisions with a new provision, where, as far as possible, the purpose and intent of the original provisions are observed.
- If a situation arises between the parties that is not covered in these General Terms and Conditions, this situation should be assessed in accordance with these General Terms and Conditions.
- When the contents and the meaning of these general conditions are interpreted, the Dutch text shall always be decisive.
- The version last filed and/or the version applicable at the time of the conclusion of the agreement shall always be applicable.
- KMS Racing Engines reserves the right to change these Terms and Conditions.