

HYPER RACER X1

Motorsport Risk & Liability Disclaimer

Racing Cars International Pty Ltd | ABN 45 650 757 672 | Version 5.0 — April 2026

IMPORTANT: Please read this document carefully before signing. By purchasing and/or operating the Hyper Racer X1, you acknowledge and accept the risks and liability limitations described herein.

1. NATURE OF THE PRODUCT

The Hyper Racer X1 is a purpose-built, single-seat open-wheel formula racing car designed exclusively for use in closed-circuit motorsport competition and private testing at licensed motorsport venues. It is not designed, manufactured, approved or registered for use on public roads. The Vehicle is not road-registrable.

By purchasing or operating the Vehicle, the Customer acknowledges that motorsport activities carry inherent risks of serious personal injury or death, and that no safety system — including but not limited to safety harnesses, roll protection, fire suppression systems, head restraints, or protective bodywork — can eliminate these risks.

2. CUSTOMER'S RESPONSIBILITY

The Customer accepts sole responsibility for:

- (a) ensuring the Vehicle is operated only at licensed and appropriately equipped motorsport venues;
- (b) compliance with all applicable motorsport regulations, including those of the relevant sanctioning body (such as AASA, Motorsport Australia, or equivalent);
- (c) ensuring all drivers are appropriately licensed, medically fit, and trained for open-wheel formula car operation;
- (d) the maintenance, preparation, and mechanical fitness of the Vehicle at all times following delivery;
- (e) the fitment and correct use of all required personal protective equipment including helmets, fire-resistant overalls, gloves, boots, and HANS devices or equivalent neck restraint.

3. LIMITATION OF LIABILITY AND AUSTRALIAN CONSUMER LAW

Australian Consumer Law savings clause: Nothing in this Disclaimer excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other applicable legislation where to do so would be unlawful. To the extent that the Australian Consumer Law or other applicable legislation permits the limitation of liability, the Company's liability is limited as set out below.

To the maximum extent permitted by applicable law, the Company excludes all liability to the Customer in contract, tort (including negligence), statute or otherwise for any loss, damage, cost or expense of any kind whatsoever arising out of or in connection with the purchase, supply, use or operation of the Vehicle or any component.

Where liability cannot be excluded at law, the Company's total aggregate liability is limited to the lesser of: (i) the purchase price actually paid by the Customer for the Vehicle or component giving rise to the claim; or (ii) the accepted market value of the Vehicle or component at the time the claim arises, as reasonably determined by the Company.

The Company is not liable for:

- (a) any personal injury, death, or property damage arising from the use of the Vehicle in competition or testing;
- (b) any indirect, consequential, or economic loss of any kind;
- (c) loss of competition opportunity, championship points, prize money, or sponsorship revenue;
- (d) damage to the Vehicle arising from accidents, incidents, or contact during racing or testing;
- (e) any defect arising from modifications made by the Customer, their team, or any third party without the Company's prior written consent.

4. FIRE SUPPRESSION SYSTEMS

Where a fire suppression system is fitted, the Customer acknowledges that such systems are designed to assist occupant egress and reduce the risk of injury. They are not warranted to prevent vehicle damage or total loss in the event of a fire. The Company does not represent fire suppression systems as asset protection devices. The Customer should carry appropriate motorsport property insurance.

5. INDEMNITY

The Customer agrees to indemnify and hold harmless Racing Cars International Pty Ltd, its directors, employees, agents, and contractors from and against all claims, damages, losses, costs and expenses (including legal costs on a solicitor/client basis) arising from:

- (a) the Customer's use or misuse of the Vehicle;
- (b) the Customer's breach of any term of the sale agreement;
- (c) any claim by a third party arising from the Customer's operation of the Vehicle;
- (d) any modification of the Vehicle carried out by or on behalf of the Customer without the Company's written consent.

6. INSURANCE

The Company strongly recommends the Customer obtain comprehensive motorsport insurance prior to the first use of the Vehicle, covering: (a) the Vehicle for property damage and total loss; (b) third party liability; and (c) personal accident and injury. The Company bears no responsibility for any losses, whether insured or otherwise.

7. INTERNATIONAL CUSTOMERS

The Company sells the Hyper Racer X1 internationally. International customers acknowledge and agree that:

- (a) this Disclaimer is governed by the laws of Victoria, Australia;
- (b) nothing in this Disclaimer excludes any mandatory rights available to the Customer under the laws of their own jurisdiction that cannot be excluded by contract;
- (c) product liability and personal injury law varies significantly between jurisdictions; customers in the United States of America are specifically advised to seek independent legal advice in their jurisdiction before completing a purchase, as US product liability exposure differs materially from Australian law;
- (d) the Customer is solely responsible for compliance with all laws applicable to the import, registration (where applicable), and use of the Vehicle in their country.

8. ACKNOWLEDGEMENT OF RISK

The Customer confirms they have read and understood this Disclaimer in full, have had the opportunity to seek independent legal advice before signing, and freely and voluntarily accept these conditions as part of the purchase of the Vehicle. The Customer acknowledges that this Disclaimer has been specifically drawn to their attention and forms a material term of the sale agreement.

The Customer further acknowledges that the Vehicle is powered by a second-hand Donor Engine and accepts the risks associated with the use of a previously used engine in a motorsport application.

Digital Acceptance

This document is accepted digitally via the Hyper Racer online quote and acceptance system at quote.hyperracer.com. The Customer's digital acceptance — comprising acknowledgement checkboxes and full name entry — constitutes a legally binding agreement equivalent to a handwritten signature. A timestamped acceptance record including the Customer's name, IP address, date, and quote reference number is retained by Racing Cars International Pty Ltd.

The Customer must scroll through and read this document in full before the acceptance checkbox is made available. By completing the digital acceptance process, the Customer confirms that they have read, understood, and agree to be bound by this Disclaimer in its entirety, including in particular the limitation of liability in Clause 3 and the indemnity in Clause 5. Digital acceptance is irrevocable once submitted.

If you require a printed copy of this document for your records, please contact sales@hyperracer.com. Printed copies are available on request.