

HYPER RACER X1

Terms and Conditions of Sale

Racing Cars International Pty Ltd | ABN 45 650 757 672 | Version 7.0 — April 2026

Every supply by Racing Cars International Pty Ltd or its subsidiaries or associated companies from time to time ("the Company") of cars, car parts, accessories and/or equipment ("the Goods") shall be subject to the following Terms and Conditions to the exclusion of any conflicting terms and conditions of the person to whom the Goods are supplied ("the Customer"). Any purchase order for or acceptance of any Goods by the Customer shall be on these Terms and Conditions.

1. DEFINITIONS

"Company" means Racing Cars International Pty Ltd ABN 45 650 757 672, of Factory 6, Industrial Park Drive, Lilydale, Victoria 3140, Australia.

"Customer" means the person or entity named in the quotation document.

"Vehicle" means any car manufactured by Racing Cars International Pty Ltd, including the Hyper Racer X1 race car, and any components and options specified in the quotation.

"Agreement" means the contract formed by the Customer's acceptance of the quotation, incorporating these Terms and Conditions.

"Goods" means the Vehicle and/or any car parts, accessories, equipment or services supplied by the Company to the Customer.

"Donor Engine" means a second-hand Suzuki Hayabusa motorcycle engine sourced and supplied by the Company as the powertrain for the Vehicle.

"Engine Build Option" means the engine preparation package selected by the Customer at the time of purchase, as described in the quotation and in the Hyper Racer X1 Warranty Policy.

2. ORDERS

The Company shall not be bound by any order until it is made in writing and accepted by the Company in writing or by delivery of the Goods or issue of an invoice. The Customer is wholly responsible for the accuracy of any order including details of any specification. No order or part of an order can be cancelled by the Customer without the written consent of the Company, which will be given only on terms that the Company will be indemnified in full against all loss (including loss of profit), costs (including all labour and materials used), damages, charges and expenses incurred as a result of such cancellation.

3. PRICES AND PAYMENT

All prices are quoted in Australian Dollars (AUD) exclusive of GST unless stated otherwise. GST at the current rate (10%) will be applied to all taxable supplies within Australia. All prices quoted are valid for 30 days only,

after which they may be altered by the Company without notice. The Company reserves the right to vary the price of the Goods before delivery if there is any increase beyond the Company's control in the cost of manufacture.

3.1 Nature of Vehicle Build Payments — No Refund Policy

The Customer acknowledges and agrees that the construction of a Vehicle is a bespoke, made-to-order manufacturing process. Each payment milestone directly corresponds to costs that are committed and incurred by the Company immediately upon receipt of that payment, including the purchase of materials, components, and parts that are specific to the Customer's order and have no general resale value, as well as labour applied to the Customer's Vehicle. Accordingly:

- (a) All payments made under this Agreement are non-refundable in all circumstances, without exception.
- (b) The Company does not hold customer funds in reserve. Payments are applied to costs as they are incurred, and no payment or portion of any payment is held as a deposit in the conventional sense after it has been received.
- (c) In the event of cancellation by the Customer at any stage, the Company will retain all payments received as a genuine pre-estimate of its loss, which the Customer acknowledges fairly reflects the direct costs, committed expenditure, and lost opportunity incurred by the Company at that point in the build.
- (d) In the event of cancellation by the Customer after any payment has been made, the Company will, as a goodwill gesture and at its sole election, use reasonable endeavours to complete the Vehicle and offer it for sale on the Customer's behalf, with any net sale proceeds (after deduction of all costs incurred, selling expenses, and any outstanding amounts owed by the Customer) remitted to the Customer. This is not an obligation of the Company and does not create any right to a refund.
- (e) The Company is not obliged to mitigate the Customer's loss by reselling the Vehicle or its components, and the Customer waives any argument that the Company's retention of payments constitutes a penalty.

3.2 Payment Schedule — Sale of Vehicle

For the purchase of a Vehicle, payments are due as follows:

- (a) A holding deposit of \$10,000 AUD is due within 7 days of acceptance of the quotation. This deposit secures the chassis number, confirms the Customer's order, and is applied toward the cost of any pre-purchase test drive and associated preparation. This amount is non-refundable once paid.
- (b) A chassis commencement payment of \$50,000 AUD is due within 7 days of written notice from the Company that chassis fabrication has commenced. Upon receipt of this payment the Company will commit to and begin purchasing materials and components for the Customer's Vehicle. This amount is non-refundable once paid.
- (c) A pre-final assembly payment of \$50,000 AUD is due within 7 days of written notice from the Company that the vehicle is ready to enter final assembly. This amount is non-refundable once paid.
- (d) The balance of the total purchase price (being the total quoted price less all prior payments made) is due within 7 days of written notice from the Company that the vehicle is complete and ready for collection or dispatch. The Company reserves the right to withhold delivery until all funds have been received and cleared.

3.3 Payment Terms — Parts and Services

For the supply of parts, accessories, equipment and/or services, payment terms are as follows:

- (a) All orders for parts and services must be accompanied by full payment, or such deposit as the Company may require, prior to the commencement of work or despatch of goods.
- (b) Where the Company agrees to invoice for parts or services, payment is due within 14 days of the invoice date. Overdue accounts may attract interest at the rate of 10% per annum calculated daily.
- (c) The Company reserves the right to withhold supply of any further parts or services until all outstanding amounts have been paid in full.
- (d) Prices for parts and services are those current at the time of order and are subject to change without notice.

All payments are in Australian Dollars. International customers are subject to the same payment schedules. The Company bears no responsibility for currency conversion costs or international transfer fees, which are

the sole responsibility of the Customer. No payment shall be deemed received until the Company has received cleared funds.

4. TITLE, RISK AND SECURITY INTEREST

Title to and ownership of the Goods remains with the Company until the Company has received full payment of the total purchase price and all other amounts owing by the Customer. Until title passes, the Customer holds the Goods as bailee for the Company.

Risk of loss, damage or destruction of the Goods passes to the Customer at the moment the Goods leave the Company's premises, whether collected by the Customer or despatched for delivery. From that point, the Customer bears all risk and is solely responsible for insuring the Goods against all risks for their full replacement value. The Company accepts no responsibility for loss or damage occurring after the Goods leave its premises.

The Customer shall keep the Goods fully insured at all times from the passing of risk until title passes, and shall produce evidence of such insurance to the Company upon request.

Personal Property Securities Act 2009 (Cth): The Customer acknowledges and agrees that: (i) this Agreement creates a security interest in the Goods in favour of the Company for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPSA"); (ii) the Company may register that security interest (as a Purchase Money Security Interest) on the Personal Property Securities Register ("PPSR") at any time; (iii) the Customer consents to such registration and will not take any steps to remove or challenge it; (iv) the Customer waives any right to receive a verification statement in respect of any financing statement registered by the Company; and (v) the Customer will, upon request, promptly do all things and execute all documents reasonably required to perfect the Company's security interest under the PPSA.

5. DELIVERY AND LEAD TIMES

Delivery dates are given in good faith but are not guaranteed and time is not of the essence in respect of delivery. The Company will not be liable for any loss or damage arising from reasonable delays in delivery.

Delivery is complete and the Company's obligations are fulfilled when the Goods leave the Company's premises. The Customer is strongly advised to be present at the time of collection or to arrange a representative to inspect the Goods prior to or at the time of despatch.

The Company accepts no responsibility for loss, damage or deterioration of the Goods during transit. All transit risk is borne solely by the Customer from the moment the Goods leave the Company's premises. Any claims relating to transit damage must be made by the Customer against its own insurer or the relevant carrier.

The Customer will provide at their expense adequate equipment and labour for off-loading the Goods at the delivery destination.

6. SPECIFICATION CHANGES

Any changes to the agreed specification requested after acceptance of the quotation must be submitted in writing. The Company will provide a revised quotation for any changes that affect cost or build timeline. Changes accepted during build may extend delivery timeframes and incur additional charges.

7. DONOR ENGINE DISCLOSURE AND ACKNOWLEDGEMENT

The Customer acknowledges and agrees to the following in respect of the engine supplied with the Vehicle:

7.1 Second-Hand Engine

Where the Vehicle is supplied with an engine, that engine is a Donor Engine — a second-hand Suzuki Hayabusa motorcycle engine sourced by the Company from the second-hand market. The Donor Engine is not a new engine. It has a prior service history that is unknown to the Company. The Customer accepts the Donor Engine on this basis and acknowledges that the Company makes no representation as to the Donor Engine's prior usage, mileage, condition beyond what is disclosed, or remaining service life.

Prior to installation, the Company carries out its standard engine preparation process on all Donor Engines, which includes replacement of the components specified in the selected Engine Build Option. This process is carried out in good faith and to the Company's reasonable professional standard, but does not constitute a guarantee of the Donor Engine's condition, reliability or remaining service life, and does not extend the Company's liability beyond workmanship on replaced components as set out in Clause 7.3.

7.2 Manufacturer Warranty Void

The original manufacturer warranty applicable to the Donor Engine (if any) is, by the nature of its use in a purpose-built motorsport application and its modification and installation into a race car, voided. The Company has no ability to pass on any manufacturer warranty to the Customer, and no such warranty is represented or implied. The Customer accepts the Donor Engine with no manufacturer warranty.

7.3 Company's Liability Limited to Workmanship Only

The Company's liability in respect of the Donor Engine is strictly and exclusively limited to defects in the workmanship of the Company's own assembly, installation, and modification work performed under the selected Engine Build Option. Specifically:

- (a) The Company is liable only for defects in the workmanship of components that were physically replaced or modified by the Company as part of the Engine Build Option selected by the Customer and listed in the Hyper Racer X1 Warranty Policy.
- (b) The Company is not liable for the failure of any engine component that was not replaced or modified by the Company, regardless of when or how that failure occurs. This includes, without limitation, any components that were part of the original Donor Engine and were retained without replacement under the selected Engine Build Option.
- (c) If a non-replaced component fails and that failure is found to have been caused by the Company's workmanship on an adjacent or related component that was replaced or modified, the Company will assess that claim on its merits at its reasonable discretion. The burden of establishing a causal link between the Company's workmanship and the failure of a non-replaced component rests with the Customer.
- (d) The Company is not liable for failures attributable to the Donor Engine's pre-existing condition, prior service history, unknown wear, or age of components, regardless of whether those components were inspected at the time of the Engine Build.

7.4 Engine Build Option Determines Scope of Workmanship Warranty

The Customer acknowledges that the Engine Build Option selected at the time of purchase directly determines the scope of components for which the Company accepts any workmanship liability. A more comprehensive Engine Build Option provides a broader scope of covered components. The Customer accepts that selecting a more basic Engine Build Option means that a greater number of original Donor Engine components are retained and fall outside the scope of any warranty or liability.

7.5 Customer's Acknowledgement

The Customer confirms that prior to entering into this Agreement they have been made aware of and understand:

- (a) that the Vehicle is powered by a second-hand Suzuki Hayabusa Donor Engine;
- (b) that no manufacturer warranty attaches to the Donor Engine;
- (c) the scope of the Engine Build Option they have selected and the components covered and not covered by the Company's workmanship warranty;

- (d) that the Company's liability is limited to workmanship only as described in this Clause and in the Hyper Racer X1 Warranty Policy.

This disclosure forms a material term of the Agreement. The Customer's digital acceptance of this document constitutes their informed acknowledgement of all matters set out in this Clause 7.

8. WARRANTY

The Company provides a limited warranty on Vehicles and engines as set out in the Hyper Racer X1 Warranty Policy (current version), which is incorporated into this Agreement by reference and provided to the Customer at the time of purchase. The engine warranty is subject in all respects to the Donor Engine disclosure and acknowledgement in Clause 7 above. In summary:

8.1 Vehicle (Chassis & Car) Warranty

The vehicle warranty covers manufacturing defects in materials or workmanship of components manufactured by the Company, and is valid for a maximum of six (6) months from the date of first logged use or twenty (20) running hours, whichever occurs first. This warranty does not cover normal wear and tear, racing damage, fatigue-related failures, damage from incidents or accidents, or components supplied by third-party manufacturers.

8.2 Engine Warranty

The engine warranty applies only to engines built or reconditioned by the Company and covers defects in workmanship arising from the Company's assembly, installation or modification of components under the selected Engine Build Option. It is valid for a maximum of twenty (20) running hours or six (6) months from the date of first logged use, whichever occurs first. Coverage is strictly limited to the specific components replaced or modified by the Company. It does not extend to any original Donor Engine component not replaced or modified under the Engine Build Option.

8.3 General Warranty Exclusions

All warranties are subject to the following exclusions and conditions:

- (a) defects arising from normal wear and tear, racing damage, misuse, or neglect;
- (b) components supplied by third-party manufacturers, which carry the warranty (if any) of the respective manufacturer only;
- (c) damage arising from modification of the Vehicle or engine by the Customer or any third party without the prior written consent of the Company;
- (d) any loss or damage arising from the use of the Vehicle in motorsport competition or testing;
- (e) failure to comply with the Company's operating, maintenance and approved consumables requirements as set out in the Warranty Policy;
- (f) any Donor Engine component not replaced or modified under the selected Engine Build Option, as further described in Clause 7.

The Customer's remedies under any warranty are limited to repair or replacement of defective components at the Company's reasonable election. All warranty determinations are at the reasonable discretion of the Company. Full details, conditions, and the claims procedure are set out in the Hyper Racer X1 Warranty Policy.

9. MOTORSPORT INDEMNITY

The Customer acknowledges that the Goods may be used for motor racing and as such in a dangerous field of activity. The Customer hereby releases and agrees to indemnify and hold harmless the Company, its directors, officers and agents from all and any claims, suits, actions, damages, losses and expenses which

the Company, its directors, officers and/or agents may suffer as a result of any accident which the Customer or any other person may have whilst motor racing or otherwise driving or using the Goods anywhere in the world.

The Company strongly recommends that the Customer or any other person operating the Vehicle wear a crash helmet and fire-resistant racing overalls and maintain medical, personal accident, death and injury insurance cover at all times when using the Goods.

10. LIMITATION OF LIABILITY AND AUSTRALIAN CONSUMER LAW

Australian Consumer Law savings clause: Nothing in these Terms and Conditions 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 arising out of or in connection with this Agreement or the supply, use or operation of the Goods, except where such loss or damage is caused directly by a proven manufacturing defect attributable to the Company.

Where liability cannot be excluded by law, the Company's total aggregate liability is limited to the lesser of: (i) the purchase price actually paid by the Customer for the specific Goods giving rise to the claim; or (ii) the cost of replacing or repairing the defective Goods. For the avoidance of doubt, the Company's preferred remedy in all cases is repair or replacement, and the Company will always endeavour to resolve any defect claim through repair or replacement rather than monetary compensation.

In no event shall the Company be liable for any special, consequential, indirect, economic or punitive loss or damage, including without limitation loss of profit, loss of competition opportunity, loss of championship points, loss of prize money, or loss of sponsorship revenue, even if the Company has been advised of the possibility of such loss.

11. PRODUCT LIABILITY

The Customer shall indemnify and keep indemnified the Company on demand in respect of any claims which arise as a result of Goods being found to be defective to the extent that such defect results from the Goods having been manufactured in compliance with instructions given by the Customer, or from any failure on the part of the Customer to comply with the Company's operating and maintenance instructions.

12. SPARE PARTS

The Company shall use reasonable endeavours to maintain a reasonable volume and variety of spare parts for the Vehicle for not less than three years from the date of purchase. This obligation does not apply where parts become unavailable due to circumstances beyond the Company's reasonable control, including discontinuation by third-party suppliers.

13. FORCE MAJEURE

The Company shall not be liable for any delay in or failure to perform any of its obligations where such delay or failure results from any matter beyond the Company's reasonable control, including without limitation any act of God, storm, fire, flood, explosion, war, terrorism, civil commotion, strike, infectious disease, or any orders or restrictions of any government.

In any such event, the Company may at its election suspend the build or cancel the contract by written notice to the Customer. In the event of cancellation due to force majeure, all payments already made by the Customer will be retained by the Company as compensation for costs already committed and incurred, as the Company will have expended those funds on materials, components, and labour specific to the Customer's Vehicle that cannot be recovered. The Customer acknowledges that this outcome reflects the bespoke nature of the manufacturing process and does not constitute a penalty.

Where circumstances permit, the Company will use reasonable endeavours to complete the Vehicle and offer it for resale on the Customer's behalf, with any net proceeds remitted to the Customer after deduction of all outstanding costs. This is offered as a goodwill measure only and creates no legal obligation on the Company.

14. ADVERTISING AND BRANDING

The Customer shall not use any trademarks or names belonging to the Company other than as applied to Goods or literature supplied by the Company, except for uses previously approved in writing by the Company. The Customer shall not deface, mark, or tamper in any way with the Company's trademarks on any Goods without prior written authority.

15. INTERNATIONAL CUSTOMERS

The Company welcomes orders from customers located outside of Australia. The following terms apply to all international sales:

- (a) These Terms and Conditions are governed by the laws of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Victoria. The non-exclusive nature of this jurisdiction clause means the Company reserves the right to bring proceedings in any jurisdiction where the Customer is located or where the Goods are situated.
- (b) The Customer is solely responsible for determining whether the purchase, importation, and use of the Vehicle is lawful in their country and for complying with all applicable laws, regulations, import duties, taxes, tariffs, and licensing requirements. The Company makes no representation that the Vehicle complies with the laws or regulations of any country other than Australia.
- (c) Nothing in these Terms and Conditions is intended to exclude any mandatory consumer protection or product liability rights that apply in the Customer's jurisdiction and that cannot be excluded by contract under the law of that jurisdiction. However, to the fullest extent permitted by applicable local law, the Company's liability is limited as set out in Clause 10.
- (d) All payments are in Australian Dollars. Currency conversion costs, international wire transfer fees, import duties, tariffs and any other charges arising from international transactions are the sole responsibility of the Customer.
- (e) Risk of loss passes to the Customer when the Goods leave the Company's premises in Australia. The Company strongly recommends international customers arrange comprehensive marine or air cargo insurance for the full replacement value of the Goods for the duration of transit.
- (f) Customers in the United States of America are specifically advised that product liability laws in their jurisdiction may differ materially from those in Australia, and the Company recommends that US-based customers seek independent US legal advice before completing a purchase.

16. GOVERNING LAW

These Terms and Conditions are governed by and shall be construed in accordance with the laws of Victoria, Australia, subject to Clause 15 above. All communications between the parties about this Agreement must be in writing and delivered by hand, pre-paid post, or email to the Company's registered address. Communications addressed to the Company shall be marked for the attention of Dean Crooke, CEO.

17. SEVERABILITY AND ENTIRE AGREEMENT

All provisions of these Terms and Conditions are intended to be distinct and severable. If any provision is held invalid or unenforceable in any jurisdiction, it shall be ineffective only to the extent of such invalidity and shall not affect the remaining provisions. These Terms and Conditions, together with the quotation document, constitute the entire agreement between the parties with respect to the sale of the Goods and supersede all prior representations, negotiations and agreements.

These terms and conditions are applicable to the order and purchase of the Hyper Racer X1 track and racing car range, and to any parts and services supplied by the Company in connection therewith.

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 these Terms and Conditions in their entirety, including in particular the Donor Engine disclosure and acknowledgement in Clause 7, the no-refund policy in Clause 3, the limitation of liability in Clause 10, and the force majeure payment retention provision in Clause 13. 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 and may be signed by hand if required for your jurisdiction.