

GENERAL CONDITIONS

Strada e Corsa BV

Article 1 General

1. These General Conditions govern all offers, quotations or other statements by Dutch Limited Liability Company Strada e Corsa B.V., referred to below as "Strada e Corsa", directed at any third party, and all agreements between Strada e Corsa and the Customer and/or Buyer, unless the parties have expressly departed from these General Conditions in writing, for instance in special conditions recorded in the quotation or order confirmation.
2. The applicability of any purchase or other conditions of the Customer is expressly rejected.
3. In these General Conditions "work" means performing an inspection or preliminary inspection, drawing up a restoration plan, performing assembly, disassembly, repair, restoration or maintenance work, providing advice, providing services, performing a condition inspection or description, performing voluntary or statutory inspections, making loss or other assessments, and all other work that presents itself.
4. "Automobile(s) and/or Car(s)" means the automobile(s)/Car(s) that is/are the subject of the work to be performed.
5. "Buyer" means the party that buys from Strada e Corsa used, second hand and/or vintage car(s) and/or (its) components.
6. "Customer" means the party that instructs Strada e Corsa to perform work, but may also reflect to "Buyer" as mentioned in paragraph 5..

Article 2 Prices and fees

1. All quotations given by Strada e Corsa are entirely without commitment, unless otherwise stated in the quotation.
2. The prices and periods stated in the quotation are guidelines only. No rights whatsoever can be based on such prices or periods. During restoration/repair work Strada e Corsa can draw up an amended interim calculation of the costs if the work involves more than or departs from what was anticipated when the initial quotation was given.
3. The price and the quotation are based on the circumstances that apply to Strada e Corsa on the conclusion of the agreement (such as purchase prices, freight rates, etc.). Strada e Corsa has the right to pass on any price increases in raw or other materials, wages and other cost-increasing factors that occur between the date of the offer and the completion of the work.
4. A composite quotation does not obligate Strada e Corsa to perform part of the assignment for a corresponding part of the price quoted.
5. Strada e Corsa may request payment in advance or an advance on the fee before commencing the work. An advance received from the Customer is offset only against the final invoice to be sent by Strada e Corsa.
6. In the event of assignments with a duration of more than one month, the costs due and the fee will be charged in the interim and periodically.
7. Strada e Corsa reserves the right to annually adjust its hourly and other rates on the grounds of price developments (in society or otherwise). This may mean that the hourly and other rates may be adjusted during the term of an assignment. Strada e Corsa is in any case entitled to and will increase its hourly rates yearly (as per January 1st) with a minimum of 4%.
8. Strada e Corsa is also authorized to charge an hourly fee in the event that Strada e Corsa, at the request of the Customer, prepare interim calculations and cost overviews, including the interim solicitation of quotes from third parties to be engaged by Strada e Corsa. In such cases, the hourly rate charged by Strada e Corsa is 50% of their regular rate
9. The periods stated are guidelines only. No rights whatsoever can be based on such periods.

Article 3 Performance of the agreement

1. Each assignment that the Customer gives to Strada e Corsa is accepted and performed by Strada e Corsa.
2. Strada e Corsa will perform the agreement to the best of its ability and in accordance with good professional standards, without assuming any obligation to achieve a certain result or any warranty obligation.
3. Strada e Corsa may engage third-party service providers for tasks related to sheet metal work, bodywork, paintwork, electrical work, and upholstery work. In situations where the successful execution of the agreement necessitates such action, Strada e Corsa retains the right, following consultation with the Customer whenever feasible, to arrange for additional tasks to be carried out by third parties. This arrangement establishes a direct financial responsibility between the Customer and the designated third party. Any associated costs incurred by these third parties will be the responsibility of the Customer. This responsibility remains in effect even if the costs incurred by these third parties exceed the originally estimated amount, whether due to extended work duration or increased prices for raw materials, labour, and other cost-influencing factors arising between the offer date and the project's completion.
4. Strada e Corsa charges an agency commission of 30% (excluding VAT) on the amount invoiced for work that Strada e Corsa contracts to a third party or third parties.

5. If it becomes apparent during the performance of the agreement that it is necessary for proper performance to perform other or additional work, the parties will amend the agreement in a timely manner and in consultation.
6. Any additional costs involved in the changes referred to in paragraph 5 are charged to the Customer.
7. The Customer must ensure that all information in which Strada e Corsa states, or in which the Customer should reasonably understand is necessary for the performance of the agreement, is made available to Strada e Corsa in a timely manner, failing which Strada e Corsa may suspend the performance of the agreement and/or charge the Customer the additional costs involved in the delay.
8. The Customer warrants that it is authorised to enter into the agreement with Strada e Corsa for the performance of work. Strada e Corsa is not liable for any loss, of any nature whatsoever, as a result of the Customer exceeding its powers and/or Strada e Corsa basing its actions on incorrect and/or incomplete information provided by the Customer, and the Customer indemnifies Strada e Corsa against any and all loss resulting from any third-party claims in that regard.

Article 4 (Down)payment

1. Payment must be made within 7 days of the invoice date, in a manner to be stated by Strada e Corsa, in the currency invoiced.
2. The Customer agrees to make full payment of all outstanding amounts, that it owes Strada e Corsa in the performance of the agreement or prior agreements, including the total cost of the restoration/repair work, parts, materials, and any additional charges, as specified in this agreement, prior to the collection of the (restored) car and/or any other property entrusted to Strada e Corsa
3. In the event of late payment the Customer is in default by operation of law and owes interest for late payment equal to one per cent (1%) a month on the unpaid amount from the date of default until the date of payment in full.
4. Strada e Corsa is entitled to reimbursement of all costs, both in and out of court, incurred after the Customer's default commenced, in obtaining payment of invoices or performance of any other obligation on the part of the Customer. Those costs are set at 15% of the principal due, on the understanding that a minimum of €250 is payable in all cases and Strada e Corsa may at any time claim the costs actually incurred if those costs are higher.
5. The payments made by the Customer are first deducted from the costs and interest due and then from the oldest outstanding invoices, irrespective of any statement to the contrary made when the payment is made.
6. The Customer does not have the right to invoke suspension or settlement in respect of the invoices from Strada e Corsa.
7. Strada e Corsa may request a downpayment from the Customer, the amount of which shall be determined and mutually agreed upon by both parties in a separate written agreement or addendum to the existing contract.
8. In the event parties have agreed on downpayment by the Customer, downpayment is required to be made by the Customer to the Strada e Corsa before any restoration work commences.
9. The downpayment is intended to secure the engagement of the Strada e Corsa and initiate the work.
10. The Strada e Corsa shall apply the downpayment toward the costs incurred in preparing for the restoration, including, but not limited to, procuring necessary parts, materials, and resources, as well as making logistical arrangements.
11. In the event that the Customer cancels the restoration before the commencement of the work, the downpayment shall be non-refundable and retained by Strada e Corsa as compensation for the preparations and reservation of resources.

Article 5 Duration and termination of the agreement

1. The agreement between Strada e Corsa and the Customer is concluded for the duration of the agreed work, which duration is not known beforehand.
2. Both parties acknowledge that the restoration of the Automobile(s) is a complex and intricate process, and the time required for the restoration is subject to various factors, including the condition of the Automobile(s), availability of parts, unforeseen repairs, and the scope of customization and restoration requested by the Customer. Therefore, any indication agreed on or given beforehand regarding the duration of the work is a target date and is not of fixed. The duration of the work will in any event be extended by the extra time required as a result of any interim amendment of the agreement as referred to in Article 3.3 or as a result of any and all other circumstances that have a delaying effect.
3. Strada e Corsa shall make all reasonable efforts to complete the restoration of the Automobile(s) – if estimated - within the estimated duration of the work, but any delays or extensions beyond this estimate do not constitute a breach of this Agreement. The Customer shall have no rights or claims against the Strada e Corsa solely on the grounds of any deviation from the estimated duration of the work.

GENERAL CONDITIONS

Strada e Corsa BV

4. After completion of the work and/or termination of the agreement (in accordance with article 5.5) Strada e Corsa will inform the Customer accordingly and the Customer must then collect the automobile(s) at Strada e Corsa within a period of two weeks. After the automobile(s) has/have been collected, or at the end of a two-week period in which the automobile(s) has/have not been collected, the work is deemed to have been delivered. After that time storage costs will be charged in the amount of €250 per week or part of a week. This is without prejudice to the complaint period under Article 7.1 of these General Conditions, which commences immediately after delivery.

5. Notwithstanding the provisions outlined in paragraphs 1 through 3 above, Strada e Corsa reserves the right to suspend or terminate the fulfilment of its obligations, or to terminate the agreement, under the following circumstances:

- If the Customer fails to meet its obligations as set forth in the agreement.
- In the event of the Customer's liquidation, declaration of bankruptcy, or suspension of payment.
- If a debt rescheduling arrangement for natural persons applies to the Customer.
- When an attachment is placed on any asset belonging to the Customer.
- If the Customer contests any reasonable price or fee adjustment proposed by Strada e Corsa.
- In the event of a disrupted relationship with the Customer.
- If Strada e Corsa possesses other valid reasons to reasonably anticipate the Customer's failure to meet its obligations.

In such cases, Strada e Corsa's claims against the Customer become immediately due and payable.

6. In the event of premature termination, for any reason whatsoever, Strada e Corsa is entitled to payment of the price agreed on for the entire work, minus Strada e Corsa's savings or, if it has been agreed that the costs actually incurred will be charged, the invoices sent until the moment of termination, and the costs actually incurred, also if they relate to work yet to be performed, and compensation for the time already scheduled, without prejudice to Strada e Corsa's right to claim damages.

7. On premature termination of the agreement, for any reason whatsoever, the Customer must give Strada e Corsa a reasonable term within which to complete the work in a suitable condition.

Article 6 Right of retention

1. Strada e Corsa has the right to keep the automobile(s) or other property of the Customer in its possession until the Customer has paid all the amounts that it owes Strada e Corsa in the performance of the agreement or prior agreements, also including any interest and costs due.

Article 7 Investigation and complaints

1. The Customer must report to Strada e Corsa any complaints regarding the work performed as soon as possible after they are discovered, but no later than 14 days after delivery, by means of a registered letter, containing as detailed a description as possible of the complaint, to enable Strada e Corsa to respond adequately.

2. If the term stated in paragraph 1 expires without Strada e Corsa hearing from the Customer, the work is deemed to have been approved in its entirety.

3. Strada e Corsa must at all times be given the opportunity to investigate any complaints made and must always be given the opportunity to arrange for any repairs required.

4. If a complaint is valid in Strada e Corsa's opinion, Strada e Corsa will perform the work after all in the agreed manner, in that case to the exclusion of all the Customer's other rights.

5. A complaint in no event entitles the Customer to suspend its own obligations towards Strada e Corsa, to dissolve the agreement or to claim damages.

Article 8 Liability

1. Strada e Corsa is not liable for any loss as a result of breach under the agreement with the Customer or any other resulting loss, unless the loss is due to intent or gross recklessness on the part of Strada e Corsa. Strada e Corsa is also not liable for any loss resulting from acts/omissions of the Customer itself (including injudicious or careless use of the automobiles) or third parties engaged by Strada e Corsa for the benefit of the Customer in the performance of the agreement.

2. Strada e Corsa is in no event liable for any indirect loss, including consequential loss, loss of profit, loss of value, lost savings and immaterial loss.

3. Any entitlement to damages is always subject to the condition that the Customer reported the loss to Strada e Corsa in writing as soon as possible after the loss occurred. Any right of action of the Customer expires one year after termination of the agreement and/or completion of the performance of the work to which the Customer's claim relates, unless the fact on which the right of action is based could not have been established within that period. In that case

the right of action in question expires one year after the moment at which the Customer could or should have established the aforesaid fact.

4. Any right of action of the Customer expires immediately if the Customer or a third party/third parties has/have performed or commissioned any repair or other work on the goods delivered by Strada e Corsa, without Strada e Corsa's written consent, and on resale of the goods delivered by Strada e Corsa.

5. Any liability is furthermore limited in all cases to the amount paid in the case in question by Strada e Corsa's business liability insurer, if and insofar as that liability is covered under Strada e Corsa's insurance. If Strada e Corsa's insurer does not make payment or if the loss is not covered by Strada e Corsa's insurance, the liability is limited to the net invoice value of the work performed by Strada e Corsa, subject to a maximum of €5,000 (in words: five thousand euros).

6. All property made available to Strada e Corsa by the Customer is present at Strada e Corsa at the Customer's risk. Strada e Corsa does not undertake to insure the automobile(s). Strada e Corsa is therefore not liable for any damage to or destruction of automobiles due to any cause whatsoever, except for intent or gross negligence on the part of Strada e Corsa or its employees.

7. The provisions of this Article 8 mean that any damage to the automobiles might not be reimbursed or reimbursed in full in certain circumstances, for instance due to the maximum cover under the insurance. The Customer must therefore insure the automobile(s) – also during transport from and to Strada e Corsa – on an all-risk basis and against all forms of damage, loss, destruction, fire damage and theft, and to keep them so insured during the entire term of the agreement. For that purpose the automobile(s) in question must be valued each year to ensure that the insured amount corresponds with the value of the automobile(s). If the automobile(s) in question do not/does not have a registration number, the insurance must be taken out on the basis of the chassis number of the automobile(s). If so desired, Strada e Corsa can apply for a copy of the insurance taken out by the Customer. If the Customer fails to take out proper insurance as stated above, the resulting loss is for the Customer's account.

Article 9 Force majeure

1. In an event of force majeure Strada e Corsa may at its option either suspend its obligations towards the Customer or dissolve the agreement.

2. In these conditions "force majeure" means any circumstance beyond Strada e Corsa's control, also if that circumstance was foreseeable on the conclusion of the agreement already, that permanently or temporarily prevents performance of the agreement with the Customer in whole or in part. This includes fire, accidents, import and export restrictions, riots, uprisings and interruptions in the business of Strada e Corsa, such as absenteeism due to sickness, and the impossibility of performing the agreement due to breach on the part of Strada e Corsa's suppliers, or persons or products engaged by Strada e Corsa in the performance of the agreement.

3. If Strada e Corsa has already performed some of its obligations when an event of force majeure occurs, Strada e Corsa has the right to invoice the performances already provided and the Customer is required to pay that invoice as if it related to a separate agreement.

4. Strada e Corsa also has the right to invoke an event of force majeure if the event that prevents performance of its obligation occurs after it should have performed its obligations.

Article 10 Guarantees on used, second hand and/or vintage cars and components

1. Used, second hand and/or vintage cars and or (its) components are being sold by Strada e Corsa as is, where is, with no guarantees, expressed written or implied. Strada e Corsa cannot be held responsible for the correct description, authenticity, genuineness, or defects herein, and gives no guarantee in connection therewith. Strada e Corsa does not guarantee or warrant any of its products (this also includes new manufactured components), services, deliveries and work activities, neither expressed nor implied.

2. Any descriptions or representations of used, second hand and/or vintage cars and or (its) components are for identification purposes only and are not to be construed as a guarantee of any type. The recorded mileage is indicative only and not warranted as correct. It is the sole responsibility of the buyer to have thoroughly inspected the used, second hand and/or vintage car(s) and/or (its) components and to have satisfied himself or herself as to the condition and value and to purchase based upon that judgment solely.

3. A purchase inspection as mentioned in paragraph 2 is permitted in consultation with the Strada e Corsa and takes place at the expense and risk of the buyer.

Article 11 Taxes, import duties, customs charges, or levies

1. In the event that Government Authorities impose any taxes, import duties, customs charges, or levies on the Automobile(s) and/or its components, the Customer shall be solely responsible for the payment of these charges.

GENERAL CONDITIONS

Strada e Corsa BV

2. Strada e Corsa shall not be liable for any taxes, import duties, customs charges, or levies imposed by Government Authorities. The Customer shall undertake all necessary actions to ensure timely payment of these charges to the relevant authorities.

3. The Customer shall indemnify and hold Strada e Corsa harmless from any and all claims, liabilities, expenses, or losses incurred as a result of non-payment or delayed payment of any taxes, import duties, customs charges, or levies imposed by Government Authorities. The Customer shall promptly notify the Strada e Corsa of any notifications, assessments, or invoices received from Government Authorities related to taxes, import duties, customs charges, or levies.

4. The Customer agrees that if Strada e Corsa has already paid any taxes, import duties, customs charges, or levies to Government Authorities on behalf of the Customer, the Customer is obligated to repay these costs in full to Strada e Corsa at Strada e Corsa's first written request.

5. In the event that the Automobile(s) and/or its components requires storage at customs for any reason, including but not limited to customs inspections, delays, or other regulatory requirements, all associated storage costs and fees shall be the responsibility of the Customer.

Strada e Corsa is entitled to charge the Customer for all such customs storage costs as incurred.

6. The Customer shall promptly pay all customs storage costs upon receipt of an invoice from Strada e Corsa.

7. The Customer agrees that if Strada e Corsa has already paid customs storage costs on behalf of the Customer, the Customer is obligated to repay these costs in full to Strada e Corsa at Strada e Corsa's first written request.

Article 12 Use of images and information for social media

1. The Customer hereby grants Strada e Corsa the right to capture and utilize images, photographs, and information pertaining to the restored car, both during and after the completion of the restoration work. This grant of permission extends to Strada e Corsa's use of the images and information for promotional, marketing, and social media purposes.

2. Strada e Corsa may, at its discretion, post images of the restored car on their official social media profiles and website, as well as in promotional materials and presentations. This may include but is not limited to photographs, videos, descriptions, and any notable features or modifications.

3. The Customer retains the right to request the removal of specific images or information related to their car from Strada e Corsa's social media platforms, website, or promotional materials. Such requests should be made in writing and submitted to Strada e Corsa. Strada e Corsa shall consider and respond to these requests on reasonable grounds.

4. Strada e Corsa agrees not to disclose any confidential or proprietary information about the Customer or the restoration process, other than what is publicly shared as part of the normal course of their business activities.

Article 13 New manufactured components

1. Returns and Exchanges: Strada e Corsa will only accept returned new manufactured components for credit or rectification if prior written approval has been obtained from Strada e Corsa. The Customer must then return the components to Strada e Corsa's premises, at the Customer's expense, within ten days of delivery, and the components must be in stock condition, which means that the components must be in the same condition as they were when they were initially delivered or purchased, without any damage, wear, or signs of use.

2. Discretion on Returns and Corrections: Strada e Corsa reserves the right to exercise sole discretion in accepting the return of components or providing corrections or replacements for the components.

Article 14 Transfer of ownership

1. All risks relating to the used, second hand and/or vintage car(s) and/or (its) components shall transfer to the buyer at the moment of delivery.

2. Strada e Corsa shall retain the title to the products, and such title shall only be transferred to the buyer after Strada e Corsa has received full payment of all that the latter is entitled to claim from the buyer as payment for any products delivered or services rendered pursuant to any agreement.

Article 15 Final provisions

1. The competent court of Haarlem, the Netherlands, has exclusive jurisdiction to hear and decide on any disputes between the parties.

2. The parties will apply to the court only after they have made every effort to settle the dispute in consultation.

3. The relationship between Strada e Corsa and the Customer is governed by Dutch law.

4. These General Conditions have been drawn up in Dutch and have then been translated into other languages. In the event of any differences in interpretation, the Dutch text is decisive.

5. If any provision of these General Conditions is void or otherwise unenforceable, Strada e Corsa and the Customer will consult on a new provision that approximates the purpose and scope of the original provision as closely as possible.

6. The Customer's personal details are recorded in a personal data registration system that is used to perform the agreement and to keep the accounting records.

Strada e Corsa BV

Waarderveldweg 95
2031 BK Haarlem
The Netherlands

Tel: +31 (0) 23 54 20009

Email office@stradaecorsa.com

Website www.stradaecorsa.com

NL KVK/CoC Reg: 58129669 (in Amsterdam)