

KRS CLASSIC DAYS

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

1.1 **KRS Events Ltd.** (seat: 1121 Budapest, Zugligeti út 41. court of registration no.: 01-09-902347, tax no.: 14404517-2-43, telephone: 06-1-275-2785) hereby publishes its general terms and conditions applicable for the services it provides (hereinafter: „**Terms**”). These Terms refer to the services provided in connection with **KRS Classic Days** (hereinafter: „**Event**”).

1.2 The currently effective Terms are available at www.classic-days.hu website.

2. PARTICIPATION, APPLICATION

2.1 The contract is concluded when the order is accepted (confirmed).

2.2 Client (hereinafter: „**Client**”) orders the services related to the Event electronically on the www.classic-days.hu website maintained by KRS Events Ltd.

2.3 Application takes place when the Client after filling out the Application *form* of the Event and accepting the current Terms and Privacy Policy sends the application form through www.classic-days.hu website to KRS Events Ltd. KRS Events Ltd sends a notifying e-mail to the Client’s email address on the date of receipt of the application form which qualifies as a registration of the application by using the on-line system. This notification on the registration of the application is sent automatically to Client’s e-mail address after that the application was received and testifies that the on-line application was received by KRS Events Ltd with the content shown in the notification. **We would like to draw your attention that the notification on the registration of the application does not qualify as an acceptance and does not establish the contract only testifies the registration of the application.** The notification on the registration of the application contains the data listed under section 2.A-C of the Privacy Policy, the services, the date of performance the full fee payable and the Terms.

2.4 **The contract is concluded validly when KRS Events Ltd. accepts and confirms the Client’s application.** Shall KRS Events Ltd accept the order, and then it sends a confirmation to Client. The confirmation e-mail is sent to the e-mail address given by Client on the application form. **We would like to draw your attention that you must verify the content of the confirmation e-mail.** If the content of the confirmation is different from that of the order and Client does not object to this difference within three calendar days or makes payment after receipt of the confirmation, then the contract is concluded with the content of the confirmation..

2.5 **Client shall immediately inform KRS Events Ltd if he does not receive a confirmation e-mail in the given or otherwise normally expected deadline but no later than within three calendar days following the sending of the order.** Without such information, it is considered that the confirmation sent by KRS Events Ltd has arrived on the 3rd day following the sending of the order at the latest.

2.6 If Client sends an order on behalf of a third party, then Client is obliged to inform such a third party. This rule shall apply in case of the navigator and the contact person. If Client sends an order on behalf of a third person until the provision of the services the rights and obligations of the client shall bind the person who concludes the contract on behalf of the third party in accordance with the contract until the provision of the services except those obligations that by their nature bind the client only (e.g. driving licence). KRS Events Ltd can send its statements or documents validly to the e-mail address given by the person ordering the services. In case of any data change, Client shall inform KRS Events Ltd via e-mail (krs@classic-days.hu); if he fails or delays to do so he shall bear the consequences.

2.7 During the conclusion of the contract parties shall comply with the regulations under section 5.1.

2.8 Only those passenger cars can enter the Event that was produced prior to 31 December 1999. The vehicle shall have a valid registration book and insurance for Hungarian transport (a suitable P licence plate number is permitted). Post but authentic changes are permitted. Vehicles with non-authentic changes, replicas, buses, military (army) vehicles cannot take place in the Event. A KRS Events Ltd reserves the right to accept an application with a vehicle other than the above.

2.9 A high resolution picture on the vehicle in JPG format shall be attached to the application. Client (participant) shall put the labels provided by the managers of the Event on its vehicle during the Event. These labels cannot be changed. Other labels can only be attached on the vehicle with KRS Events Ltd.'s approval.

3. FULFILMENT OF THE CONTRACT

3.1 KRS Events Ltd shall personally or through its agents deliver only those services or part of services that are listed in the contract in accordance with the content published on www.classic-days.hu website.

3.2 Should KRS Events Ltd fail to deliver any of the services listed in the contract after the commencement of the participation at the Event, then it is obliged to replace such with other suitable services with similar value through a service provider other than the hotel, transport means, catering service other agent listed in the contract (replacement service).

3.3 KRS Events Ltd reserves the right to modify the route and the program advertised on the Event.

4. PAYMENT CONDITIONS

4.1 The full fee payable on the basis of the contract consists of the participation fee and the costs paid directly by the participants (Participation fee). We would like to draw your attention that the fees charged separately could be subject to change.

4.2 Client shall pay the full fee at the time of the application. Full payment of the Participation Fee is a precondition to the confirmation of the application.

4.3 Client can fulfil its payment obligation through bank transfer. Banking details: KRS Events Ltd. **K&H Bank: 10400212-50526848-89551004**

4.4 Payment shall be regarded completed when the amount KRS Event Ltd.'s bank account is credited with the full amount.

4.5 Failure to meet the payment deadline is regarded as a breach of contract and KRS Events Ltd is entitled to withdraw from the contract and Client shall reimburse the costs of KRS Events Ltd. Reimbursement of costs shall be calculated on a lump sum basis, its amount corresponds to the Participation fee and the date of withdrawal similar to the amount and calculation method of the cancellation fee regulated under section 6.2.

4.6 KRS Events Ltd at its choice shall issue paper based or an electronic invoice on the services delivered in accordance with the contract. Client accepts the application of an electronic invoice. KRS Events Ltd. shall deliver the electronic invoice in an electronic mail to the e-mail address given by the Client as a contact address.

5. COOPERATION

5.1 Client and KRS Events Ltd are obliged to act in good faith and mutually cooperate through the conclusion and the performance of the contract. In this respect they shall mutually and immediately notify of any changes in their contact data, and if a party fails to do so, the party in default shall be responsible for the consequences.

5.2 KRS Events Ltd. is obliged to provide assistance for the Client and any third parties of Client even if Client faces difficulties for a reason KRS Events Ltd is not responsible for.

5.3 Client and any third parties of Client are obliged to observe the requests and instructions of the representatives of KRS Events Ltd responsible for the organization of the Event during the Event in order to mitigate the risks of the Event and to prevent accidents.

6. MODIFCATION OF THE CONTRACT

6.1 KRS Events Ltd shall immediately, with the fastest possible way, primarily via e-mail notify the Client on any change in the services of the contract and the full Participation fee. If the amount of the fee increase exceeds 20 %, Client is entitled to withdraw from the contract without any reason and is entitled to the rights listed in section 8.2.

6.2 If KRS Events Ltd wishes to significantly modify a substantial condition of the contract and Client accepts the modification initiated by KRS Events Ltd., then parties modify the contract in accordance to their agreement. If KRS Events Ltd wishes to significantly modify a substantial condition of the contract and Client does not wish to accept the modification initiated by KRS Events Ltd, then Client is entitled to withdraw from the contract and is entitled to the rights listed under section 8.2.

6.3 Shall KRS Events Ltd initiate a modification of the contract, then Client shall immediately notify KRS Events Ltd on its decision whether he accepts the modification of the contract or withdraws from the contract.

6.4 Client is entitled to assign the right of participation in the Event to a third party who meets the conditions regulated by the contract. Client shall immediately notify KRS Events Ltd via e-mail thereof. Assignment is conditional upon such third party's performance of the still outstanding obligations of the contract and payment of the costs of implementation of the assignment by KRS Events Ltd.

6.5 If the contract shall be modified for a reason Client is liable and the modification is of administrative nature (e.g. clarification of a name) or parties agree on the modification of a non-substantial condition of the contract by the initiation of the Client, Client is obliged to reimburse the costs of KRS Events Ltd arising in connection with the modification, simultaneously with the modification. KRS Events Ltd will notify the Client on the amount of the reimbursement.

6.6 If Client, after the commencement of the Event, interrupts his participation for any reason, or does not use a service on its own decision for a reason he is liable or lack of physical abilities – including improper health status – he cannot claim reimbursement of the costs of services not used.

7. CLIENT'S RIGHT OF WITHDRAWAL

7.1 Client is entitled to withdraw from the contract at any time before the commencement of the Event. A withdrawal shall be sent via e-mail to KRS Events Ltd (e-mail: krs@classic-days.hu). If Client – without a prior declaration – does not commence its travel (so called „no show”) it shall be regarded as a withdrawal. In such a case the commencement date of the Event shall be regarded as the time of withdrawal.

7.2 If Client withdraws from the contract and the reason of withdrawal is not a reason listed under section 6.1., or 6.2., then Client shall pay a cancellation fee to KRS Events Ltd. The amount of the cancellation fee depending on the time of withdrawal corresponds to the days preceding the commencement of the Event per Client and its amount shall be

until the 60-45th days 10 % of the Participation fee, but at least HUF 6.000 Ft,
from day 44th day until the 35th day 40 % of the Participation fee,
from the 34th day until the 14th day 75 % of the Participation fee,
from the 13th day until the commencement of the Event, on the day of the commencement of the Event or if Client does not commence the Event 100 % of the Participation fee.

8. KRS EVENTS LTD.'S RIGHT OF WITHDRAWAL

8.1 KRS Events Ltd can withdraw from the contract by sending a written declaration to the Client's e-mail address with the following conditions.

8.2 If KRS Events Ltd withdraws from the contract for a reason Client is not liable, it is obliged to repay the full Participation fee paid by Client together with the interests prescribed by law and further shall reimburse all the costs, the Client suffered due to such a withdrawal, **except if KRS Events Ltd.'s withdrawal is for a reason that is due to an unforeseen circumstance beyond its control which cannot be contained by any other reasonable means and at the time of the conclusion of the contract it could not have been foreseen (vis major), or the number of the applicants does not reach the advertised lowest number of participants and KRS Events Ltd notified Client on its withdrawal via e-mail.**

8.3 The advertised lowest number of participants which is a condition of the commencement of the Event, is the number shown on the www.classic-days.hu website. KRS Events Ltd can exercise its right of withdrawal due to the fact that the number of participants did not reach the advertised lowest number of participants from the conclusion of the contract until the 10th day preceding the commencement of the Event and it can inform Client on its withdrawal within this duration.

8.4 KRS Events Ltd is entitled to postpone the Event to a later date unilaterally, if on date of the Event – on the basis of the forecasts followed by KRS Events Ltd – it is very likely that the weather is expected to threaten the safety of the Event. If the Client does not wish to participate on the Event postponed, then from the advertised date of the Event until the 360th day he can initiate that the amount paid for the Event be included in the participation fee of alternative event(s) organized by KRS Events Kft Ltd. If due the above mentioned weather conditions KRS Events Ltd Kft decides to postpone the Event unilaterally and Client does not participate or does not wish to participate on the Event advertised on this new date, he cannot claim partial or full reimbursement of the already paid Participation fee.

9. DEFAULT

9.1 KRS Events Kft does not take liability for the performance of the services of the contract beyond those included in the Government Decree of 472/2017. (XII. 28.).

9.2 If Client would like to enforce a warranty claim, he shall notify the representative of KRS Events Ltd. immediately on the spot on his objection or – if the representative of KRS Events Ltd is not present – to the local service provider (agent). Client shall be responsible for any damages due to failure of late notification and the burden of proof is put on the Client. The representative of KRS Events Ltd shall put the objection in full down in writing in a protocol, one copy of which shall be delivered to the Client. In order to settle the objection, KRS Events Ltd makes a suggestion depending on the actual options, offers an alternative service which shall not be regarded as the acknowledgement of the objections. Client shall make a declaration whether he accepts KRS Events Ltd.'s suggestion, the offered alternative service which shall also be put down in writing in a protocol. If Client accepts KRS Events Ltd.'s suggestion, then an agreement is reached between the parties with regard to the settlement of the warranty claim.

9.3 If parties cannot reach an agreement on the settlement of the warranty claim on the spot and Client wishes to claim warranty, then he shall notify KRS Events Ltd in writing thereon no later than within 30 days following the closing of the Event (e-mail: krs@classic-days.hu). Client shall be responsible for any damages due to delay. KRS Events Ltd. shall examine the Client's claim after its receipt and shall make the necessary steps and notify Client of its's standpoint together with a reasoning.

9.4 KRS Events Kft. shall compensate the Client for any damage caused to the Client during the Event, unless he proves that he has acted during the performance of the contract in the manner normally expected in the particular situation. For the liability of KRS Events Kft. towards the Client including the liability for damages and the withdrawal, the regulations of the Government Decree of 472/2017. (XII. 28.) and of the Civil Code shall be applicable with the condition that the liability of KRS Events Kft shall be limited to the amount of the Participation fee already paid.

9.5 Liability for damages does not apply to either the loss or theft of the movable property belonging to the Client, or to the damage attributable to KRS Events Kft.

9.6 The Client shall be exclusively liable for damages caused to third parties during the performance of the contract by the Client or persons Client is responsible for (navigator, passenger). KRS Events Ltd. assumes no liability whatsoever for any personal injury or material damage arising during the Event. The driver and the passenger(s) are fully responsible for any damage that may have occurred. The Highway Code shall apply to all participants on the designated route at the Event. In case of their violation, KRS Events Kft. reserves the right to exclude the Client from the Event.

9.7 KRS Events Ltd. assumes no responsibility for any change in the natural and social environment of services (e.g. extreme weather conditions) and for any services that may result therefrom ("force majeure").

9.8 With respect to the special circumstances of the services, i.e. that the performance of the services depends to a great extent on the circumstances beyond the control of KRS Events Kft., such as weather conditions or the health status of the Client, KRS Events Ltd. reserves the right to unilaterally depart from the performance of certain parts of the contract as specified in the contract. The further cases shall be regarded as justified in particular:

- a) the force majeure event in section 9.7.,
- b) the health, fitness and technical qualifications of the Client, other participant,
- c) modification of the advertised placement if it is due to a program change.

These reasonable changes do not constitute a breach of contract and therefore, Client cannot enforce claims on the basis of breach of contract against KRS Events Ltd.

9.9 The Client shall be liable for any defect, wear and deterioration occurring during the proper use of the movable property, assets and equipment, which is the property of the Client or is in the possession of the Client. If the property, instruments and equipment are used improperly by the Client or persons of its interest, and thereby cause damage, they shall indemnify the damaged party (including, in particular, repair and replacement costs). KRS Events Ltd. is not liable for any of these claims.

10. INSURANCE

KRS Events Ltd may request the Client to present proof of the existence of compulsory vehicle liability insurance at the start of the Event.

11. SETTLEMENT OF DISPUTES

11.1 KRS Events Ltd. undertakes to settle any legal claims arising out of faulty performance promptly and out of court. In any dispute arising from the contract, the parties submit to the proceedings of the Central District Court of Buda (1525 Budapest, Pf .: 223). KRS Events Ltd. informs the consumers that in accordance with Section 17/A of Act No. CLV of 1997 on Consumer Protection, the place of administration of the complaint is the seat of the company: 1121 Budapest, Zugligeti út 41. Complaints may be submitted by e-mail to: krs@classic-days.hu.

11.2 In accordance with Act No. CLV of 1997 on Consumer Protection, the Client as a consumer may initiate proceedings at the conciliation body competent according to his residence/temporary residence/seat if he tried to settle his complaint at KRS Events Ltd. but it was not successful. The address of the competent conciliation body in accordance with the seat of KRS Events Ltd. is: 1253 Budapest, Pf. 18-38.

11.3 If consumer protection regulations are violated, the procedure of the National Consumer Protection Authority may be initiated. The address of the central body at the time of preparation of these Terms is: 1052 Budapest, Városház u. 7., the availability of territorial inspectorates and other information can be found at www.nfh.hu website.

12. OTHER

12.1 KRS Events Ltd. reserves the right to unilaterally change the content of the www.classic-days.hu website and these Terms.

12.2 These Terms have been prepared in Hungarian, in English and in German language. In case of any discrepancy between these versions, the Hungarian version shall prevail.

Dated: Budapest, 2019. 4th of April