

CUP¹er ORDERFORM



CONTRACT DATA.

SPEED CUP ONE.

Company

SPEED Engineering GmbH

Postal address

SPEED Engineering GmbH
Klönnestraße 89
44143 Dortmund

Office address

SPEED Engineering GmbH
Klönnestraße 89
44143 Dortmund

Telephone

(Switchboard)

+49 23056982000

Fax

+49 23056982010

Internet

www.speedengineering.de/
tercup

Bank details

Deutsche Bank
DE30 4407 0024 0134 3128 00
BIC DEUTDE33440

Chairman of the Board

Zoran Tilev

Board of Management

Florian Schmitt
Mareike Looch
Denis Wachsmann

Domicile and Court of Registry

Bielefeld HRB 44494

Name / Company / Customer No.

Telephone

Managing director / Authorised representative (can be left free if private buyer)

Fax

Street

Email

Postcode, City

VAT Number (can be left free if private buyer)

Country

VIN Number (can be left free if no car is available)

- hereinafter referred to as the "Purchaser" -

The Purchaser orders the following from SPEED Engineering GmbH ("SPEED" or "Seller"), based on the purchase terms and conditions for new SPEED race cars and parts current at 01/2025.

Location, Date

Name of Purchaser (in block letters)

Signature and Seal of Purchaser

CAR.

SPEED CUP ONE.



	Number	Price*
SPEED CUP ONE Components to be Race Ready (Car not included)		
Motor Paket:		
Motor Paket installed options:		4850,00 €
- Upgrade Turbolader der Firma "Ladermanufaktur"		
- SPEED Engineering Performance Ansaugung Komplettsset		
- Wagner Ladeluftkühler		
- SCU Upgrade/Leistungssteigerung auf ca. 240 PS		
- Motorsportabgasanlage der Firma "E-Exhaust"		
- CAE Shortshifter		
Aero Paket:		
Aero Paket installed options:		2770,00 €
- SPEED Swan Neck Wing		
- SPEED Diffusor		
- SPEED Chassis Mounted Splitter		
- SPEED Kotflügelentlüftung		
- SPEED Heckstoßstangen Entlüftung		
- SPEED Canards Set		
- SPEED Haubenentlüftung		
	Please calculate and enter the transfer yourself	



* Prices from SPEED Engineering GmbH, Germany not including applicable VAT, freight and handling costs.
The prices stated were correct at the time the order form was produced and may change at any time. Changes and mistakes are reserved.

CAR.

SPEED CUP ONE.

	Number	Price*
Fahrwerks Paket:		3755,00 €
Fahrwerks Paket installed/delivered options:		
- Bilstein EVO-R Race Performance Fahrwerk inkl. Domlager		
- Millway Uniball Lager Vorderachse		
- Millway Querlenker Vorderachse		
- Millway Tonnenlager Hinterachse		
Bremsen Paket:		1667,24 €
Bremsen Paket installed/delivered options:		
- Upgrade Bremssättel Vorderachse		
- OEM Bremssattel Adapter Vorderachse		
- OEM Bremsscheiben Vorderachse		
- OEM Bremsscheiben Hinterachse		
- "Endless" Bremsbeläge MX-87 Vorderachse		
- "Endless" Bremsbeläge MX-87 Hinterachse		
- SPEED Bremsenkühlung Komplettsset		

Please calculate and enter
the transfer yourself

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CAR.

SPEED CUP ONE.

	Number	Price*
Räder Paket:		2280,38 €
Räder Paket installed/delivered options:		
- "ProTrackOne" Felgensatz (4 Felgen) 5x120, ET30		
- "Eibach" Spurverbreiterung (10mm) Vorderachse		
- "Nankang" Slicks Reifensatz (4 Reifen)		
Sicherheits Paket:		2508,82 €
Bremsen Paket installed/delivered options:		
- "Heigo" Sicherheitszelle (DMSB Zertifiziert) mit Käfignummer (fortlaufend)		
- SPEED Sitzbefestigung inkl. Laufschiene (Fahrerseite)		
- "Sandtler" 6 Punkt Renngurt		
Please calculate and enter the transfer yourself		
TOTAL "PAKETE"		



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CAR.

SPEED CUP ONE.

	Number	Price*
Optionale Produkte:		
- "SPARCO" Circuit II Rennsitz (passend auf SPEED Sitzkonsole)		550,00 €
- "SPARCO" Motorsport Lenkrad		200,00 €
- Lenkradnabe		56,38 €
- SPEED Stahlflex Bremsleitungen VA und HA		83,36 €
- "OMP" Handlöscher		200,00 €
- "Sandtler" Türfangnetz		95,32 €
- "Foliatec" Scheiben-Sicherheitsfolie		50,00 €
- AeroCatch Verschlüsse (2 Stück)		55,00 €
- "CAN Checked" Dataloggerdisplay		419,33 €
- SPEED Unterbodenflaps		45,00 €

TOTAL: "OPTIONALE PRODUKTE"

TOTAL: "PAKETE"

TOTAL:

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PURCHASE TERMS AND CONDITIONS FOR NEW SPEED RACE CARS AND PARTS. SPEED CUP ONE.

I. Execution of Agreement

The Purchaser shall be legally bound to the order for a maximum of three weeks. In case of a vehicle that is in stock at the Seller, the Purchaser shall legally be bound to the order for ten days. The purchase agreement is completed as soon as the Seller has accepted in writing the order for the defined object of purchase within the designated period or if delivery has been effected. However, the Seller shall inform the Purchaser in writing immediately if he / she does not accept the order.

II. Payment

1. Payment of the purchase price and payments for subsequent services shall be due in cash before the object of purchase is handed over unless other arrangements have been made between the parties.
2. The Purchaser may only make use of offset against any claims of the Seller if the Purchaser's counterclaims are undisputed, or if a legally binding judgment has been handed down. The Purchaser may only make use of his / her right of retention if this is based on claims arising from the purchase agreement.

III. Delivery and Default

1. Delivery dates and time limits for delivery that can be agreed with or without obligation shall be agreed in writing. Deadlines for delivery begin upon execution of the agreement
2. If the date or period of delivery without obligation has been exceeded by nine weeks the Purchaser may request the Seller to effect delivery. This time period is reduced to 10 days in case the vehicle/parts is on stock at the Seller. When this reminder is received, the Seller shall be deemed to be in default. In addition to requiring delivery the Purchaser may then also claim damages for default, if damage or loss has been sustained. Such claim shall be restricted to a maximum of 5 % of the agreed purchase price in the case of slight negligence.
3. If the Purchaser additionally wishes to withdraw from the purchase agreement or to claim compensation for damages in respect of breach of contract, the Purchaser shall grant the Seller a reasonable period for delivery as defined in section 2 sentence 1 and 2. If the Purchaser can claim compensation for damages instead of performance, such claim shall be restricted in cases of slight negligence to a maximum of 25 % of the agreed purchase price. If the Purchaser is a businessperson acting in the capacity of his / her commercial or independent professional activity when executing the purchase agreement, any claims relating to compensation for damages shall be excluded in the case of slight negligence.
If performance inadvertently becomes impossible for the Seller while he / she is in default, he / she shall be liable in accordance with the foregoing limitations. The Seller is not liable, if the damage or loss would have been sustained by the Purchaser if the object of purchase had been delivered in time.
4. The provisions regarding limitation of liability in this clause III. do not apply in the event of death, personal injury, or harm to health.
5. If a binding deadline for delivery is exceeded, the Seller shall be deemed to be in default immediately after this occurs. The rights of the Purchaser are then set forth in section 2 sentence 5, sections 3 and 4 of this clause III.

6. Force majeure or shutdowns on the premises of the Seller or the Seller's suppliers that are not the fault of the Seller, e. g. due to riot, strike or lock-out, and which temporarily prevent the Seller from effecting delivery of the object of purchase in time on the agreed date, extend the deadlines and periods specified in sections 1 to 5 by the period during which these circumstances prevented performance in accordance with the agreement. If such disturbances lead to a delay in performance of more than four months, the Purchaser may cancel the agreement. Other rights of withdrawal remain unaffected.
7. Changes to design or form, deviations in shade of color, and any changes to the scope of delivery on the part of the manufacturer shall be subject to reservation during the delivery period, provided that any changes or deviations are reasonable for the Purchaser when taking due account of the interests of the Seller. If the Seller or the manufacturer uses symbols or numbers for purposes of designating the order or the object of purchase ordered, no rights shall be derived solely from such numbers or symbols.

IV. Acceptance

1. The Purchaser shall take over the object of purchase within fourteen days upon receipt of the notification of availability.
2. If the Purchaser fails to take over the object of sale, the Seller may assert his / her statutory rights. If the Seller claims compensation for damages, such damages shall be 15% of the purchase price. The damages shall be set higher or lower if Seller can provide evidence of higher costs or if the Purchaser can provide evidence of lower costs.

V. Reservation of Ownership

1. Ownership of the object of purchase shall remain with Seller until all claims under the purchase agreement are fully settled. If the Purchaser is a businessperson and if the purchase agreement is part of the Purchaser's commercial business, reservation of ownership shall also cover any claims that the Seller makes in relation to the vehicle, e. g. repairs, delivery of spare parts, until the purchase price is settled and all claims arising from a current business relationship between the Seller and the Purchaser are settled. During the period of reservation of ownership, the Seller shall be entitled to hold the registration document of the vehicle. At the request of the Purchaser, the Seller shall waive the reservation of ownership, if the Purchaser has fulfilled all the obligations arising out of the purchase and provides or has provided adequate security for any obligations to the Seller arising out of the commercial relationship with Seller.
2. If there is any delay in payment on the part of the Purchaser, the Seller shall be entitled to withdraw from the purchase agreement pursuant the statutory provisions (§323 BGB). If the Seller additionally has a claim in respect of compensation for damages instead of performance and if the Seller takes back the vehicle, the Seller and Purchaser are agreed that the Seller shall reimburse the usual sale value of the object of purchase at the time that it is taken back. At the request of the Purchaser, which can only be expressed immediately after return of the object of purchase, a publicly accredited and sworn expert, e.g. the Deutsche

PURCHASE TERMS AND CONDITIONS FOR NEW SPEED RACE CARS AND PARTS. SPEED CUP ONE.

3. As long as reservation of ownership prevails, the Seller shall not dispose of or pledge the object of purchase, use it as security for a debt or hire it out.

VI. Defects

1. As far as the quality of the object of purchase is concerned, it is hereby agreed that the object of purchase is suitable for use in motorsport as a high-performance product with a short lifecycle and therefore does not have to comply with any minimum durability requirements. The warranty of the Seller is therefore limited to freedom from defects in materials and in the manufacturing work.
2. If the Purchaser is a consumer, any claims of the Purchaser for material defects shall fall under the statute of limitations pursuant to the relevant legislation and shall lapse after two years from delivery of the vehicle, in the case of used objects of purchase after the period of one year. If the Purchaser is a businessperson who was acting in the capacity of his / her commercial or independent professional activity when concluding the agreement, the period relating to the statute of limitations shall be one year. There shall be no Purchaser's claims if the defect or damage can be shown to be due to normal wear and tear or has occurred as a result of one of the following reasons:
 - the Purchaser did not notify a defect immediately after discovery, or
 - the object of purchase has not been used in accordance with the manufacturer's instructions or has been subject to excessive loads, or
 - the object of purchase was not repaired, serviced or maintained in accordance with the manufacturer's instructions by a firm not accredited by the manufacturer for servicing and the Purchaser was aware of this, or
 - components have been installed in the vehicle, which have not been approved for use by the manufacturer, or the vehicle or parts thereof (e.g. software) have been changed in a manner not approved by the manufacturer, or
 - the Purchaser failed to follow the regulations relating to handling, maintenance and upkeep of the vehicle (e.g. owner's manual).
3. Claims for remedying defects remain unaffected by a change in ownership of the object of purchase.

VII. Liability

1. If the Seller has to assume statutory responsibility for loss or damage and such loss or damage was caused by slight negligence, the Seller shall have limited liability: There shall only be liability in the case of breach of obligations material to the agreement and such liability shall be limited to typical loss or damage that can be foreseen upon execution of the agreement. If the injury is covered by an insurance taken out by the Purchaser for the relevant claim event (with the exception of insurance for a specified amount), the Seller shall only be liable

for any associated disadvantages to the Purchaser, e.g. higher insurance premiums, or disadvantages relating to interest rates until claims settlement by the insurer. The Seller is not obliged to claim benefits from his insurance.

2. Irrespective of any fault on the part of the Seller any liability of the Seller in the case of fraudulent concealment of the defect, or in the case of the assumption of a warranty or a procurement risk, and pursuant to the Product Liability Act shall be unaffected.
3. Liability due to delay of delivery is regulated conclusively in section III.
4. The personal liability of legal representatives, agents or employees of the Seller shall be limited in case of slight negligence on their part in accordance with section 1.
5. The limitations of liability provided for in this clause shall not apply if there is injury to life, body or health.

VIII. Place of Jurisdiction, Applicable Law

1. If the Purchaser is a businessperson, the place of jurisdiction for all current and future claims arising from the business relationship with the Seller shall be the Seller's registered place of business.
2. The same place of jurisdiction shall apply if the Purchaser is not subject to a general place of jurisdiction within the Federal Republic of Germany, if the Purchaser moves his/her place of residence or usual domicile abroad after this agreement comes into effect or if a place of residence or usual domicile is unknown at the time legal proceedings are commenced. Apart from that, place of jurisdiction for all claims by the Seller against the Purchaser shall be the Purchaser's place of residence.
3. This contract is subject solely to the law of the Federal Republic of Germany. The terms of the UN Sales Convention do not apply.

IX. Data Protection

Within the framework of processing a contract of sale, contract-relevant data is stored and processed in accordance with the current legal requirements. General information on the seller's processing of customer data, as well as information on the rights of those concerned is available on the SPEED home page www.speedengineering.de
If you have any further questions regarding data protection, please contact info@speedengineering.de.

X. Notice pursuant to § 36 of the German Consumer Dispute Settlement Act (Verbraucherstreitbeilegungsgesetz – VSBG)

The seller will not participate in any dispute settlement proceedings before a consumer arbitration board according to the VSBG and is not required to participate in such proceedings.

OTHER AGREEMENTS.

SPEED CUP ONE.

The Purchaser based in an EU-country commits and assures hereby to bring all delivery items to the country of destination according to the address of invoice. On collection all necessary documentation according to obligations of the financial authorities must be provided (Avis with name of the collector, copy of passport and signed shippers declaration).

Delivery of Parts.

Customer pick up at warehouse in Dortmund

Collection by forwarding per DHL or UPS (+850,00 €)

With his/her signature, the Purchaser confirms receipt of the above-mentioned terms and the Sellers purchase terms and conditions for new SPEED CUP ONE and parts current at 01/2025 and acknowledges these also for future (spare parts) orders.

**The documents and information on the SPEED CUP ONE are written in English.
I hereby confirm that I have a spoken and written command of the English language.**

Location, Date

Name of Purchaser (in block letters)

Signature and Seal of Purchaser

IMPORTANT NOTES SPEED CUP ONE RACING VEHICLES.

Your SPEED CUP ONE has been designed for motorsport use and therefore significantly differs from road legal production vehicles. These Important Notes provide you with essential information regarding the safety and security of your vehicle, recommended usage scenarios and vehicle characteristics.

SAFETY AND SECURITY.

Not for use on public roads

- The vehicle is not approved for use on public roads and does not comply with the locally applicable road approval regulations.
- The vehicle has been designed for specific motorsport usage scenarios only, please see below "Usage scenarios" for further details.

Driving characteristics and driver skills

- Driving characteristics of the vehicle significantly differ from road legal production vehicles. SPEED recommends special race training, ideally a racing licence, for drivers and continuous training and education during the whole holding and usage period of the vehicle. Otherwise the driver and third parties can be exposed to significant risks.

Observance of applicable law

- The operation of the vehicle, as well as all work on the vehicle, might be subject to special legal requirements, in particular concerning safety and security, under the (locally) applicable law.
- Such requirements may especially derive from guidelines and regulations of the local (traffic or sporting) authorities, health protection regulations, accident protection regulations and environmental protection regulations.
- The assessment and observance of such guidelines and regulations as well as any other applicable legal provisions is your exclusive responsibility.

Repair and maintenance instructions

- SPEED recommends that all repair, maintenance and adjustment work is carried out motorsport specific qualified professional mechanics. Any attempt to carry out repair, maintenance or adjustment work without appropriate training, tools and equipment may result in serious injuries (including death) to yourself or others. In addition, vehicle damage or malfunctions of the vehicle can occur.

- The (functional) safety and security of the vehicle is only ensured if the instructions in the manual are strictly followed. If you have any questions about the content of the documents, please contact your SPEED Employee or send an email to: info@speedengineering.de.
- The vehicle/parts design is geared towards lightweight construction. As a result the vehicle/parts has a reduced durability compared to road legal production vehicles. For this reason, it is your responsibility to strictly follow the vehicle manual instructions regarding handling, service and maintenance intervals of the vehicle and running times of the components.

Safety equipment

- The vehicle/parts are equipped with built-in safety equipment such as safety roll cage, fire extinguishing equipment, safety belts, safety tank and certified racing seat in order to protect the driver. Some of these safety devices have a limited durability and must be checked regularly and replaced if necessary (see user manual for further details).
- After an accident and/or potential damage to the installed safety equipment such as the safety roll cage, fire extinguishing equipment, safety belts, safety tank and certified racing seat, the vehicle must be checked for damage by a recognized technical scrutineer, a SPEED Employee or an equally qualified professional mechanic and may only be reused after repair and release by the person performing the check and repair.
- In order for the safety equipment in the vehicle to be fully effective, SPEED recommends that the driver also wears up-to-date (FIA) certified safety equipment, consisting of helmet, shoes, gloves, head and neck support (HANS) system and fireproof racing suit and underwear.
- In addition to the above mentioned safety equipment, there are various components of the vehicle (see user manual) which must be in fully functioning condition for safe operation of the vehicle. Components must be checked for damage after accidents and atypical driving manoeuvres and, if necessary, be serviced or replaced.

Roll cage – special requirements:

- The roll cage is firmly welded into the body. Any modifications to the roll cage will likely result in non-registration or disqualification of the vehicle.
- In the event of an accident, the roll cage must be inspected and approved by a technical scrutineer or an independent expert. A damaged roll cage will result in reduced occupant protection.
- SPEED recommends replacing a damaged cage with a new one. Cage repairs should only be carried out by a certified cage manufacturer. Please pay particular attention to the cage certificate including instructions, which are enclosed with the vehicle.

IMPORTANT NOTES SPEED CUP ONE RACING VEHICLES/PARTS.

USAGE SCENARIOS.

The vehicle has been designed for certain racing events, see below "Racing events for which the vehicle has been designed. SPEED does not recommend the operation of the vehicle outside the mentioned events. SPEED especially does not recommend to use the vehicle for events listed below under "Events for which the vehicle has not been designed".

Racing events for which the vehicle has been designed:

The vehicle has been designed to be used at certain racing events that

- I. are supervised by a sporting authority; and
- II. take place on a permanent or temporary closed circuit track with solid surfaces (asphalt, concrete, etc.) that complies with the standards of the FIA or equivalent standards of local motorsport authorities; and for necessary preparatory tests for such events.

Such racing events / preparatory tests include:

- Circuit racing
- Performance test
- Regularity / consistency test

Events for which the vehicle has not been designed:

The vehicle has not been designed for other (racing) events such as:

- Rally
- Hill climb
- Drift events
- Drag racing / acceleration race
- Rallycross / autocross

or similar events.

SPEED does not recommend usage of the vehicle in such events.

IMPORTANT NOTES SPEED CUP ONE RACING VEHICLES/PARTS.

VEHICLE CHARACTERISTICS.

As described in the chapter "Safety and Security", the vehicle deviates significantly from road legal production vehicles. The below described characteristics of the vehicle may occur due to the specific purpose of use of the vehicle and its corresponding design, but do not constitute a defect:

Corrosion:

- To optimize performance and weight, corrosion protection measures are not fully applied. This can result in corrosion damage to body components, paintwork, chassis and drivetrain components. For this reason it is strongly recommended to store the vehicle in a dry place. Should moisture penetrate into the vehicle, it is recommended to remove the moisture immediately.

Brakes:

- The brake system is one of the most heavily stressed components in motorsport vehicles. Explicit reference is made to the instructions in the vehicle manual for handling of the brake system, in particular the run-in instructions must be respected. Non-compliance can result in significantly increased wear and tear and/or damage to the brake system. Due to the performance design of the brake system, acoustic abnormalities, such as brake squeal, are not considered a defect.

Vehicle battery:

- The specific electric motorsport components significantly increase the quiescent current level. If the vehicle is not used for a longer period of time, it is recommended to disconnect the vehicle from the power supply via the main battery switch. In case of shorter interruptions, it is recommended to charge the battery via an external power supply.

Vehicle glazing:

- To optimize performance and weight, Makrolon plastic car windows are used to some extent. These may show optical distortions due to their nature. They are also less scratch-resistant than conventional glass car windows.

I hereby confirm that I have read and understood the above important notes entirely.

CONFIRMATION AND INFORMATION OF DRIVERS AND SUBSEQUENT OWNERS.

With your signature you agree to observe the above and to provide the relevant information you have received from SPEED Engineering GmbH (including these important notes and technical bulletins/ information) to any driver and to any subsequent user/ owner of the vehicle.

In the case of a resale, SPEED recommends that the new owner take care of the document.

Location, Date

Name of Purchaser (in block letters)

Signature and Seal of Purchaser