

Honda Racing Corporation USA

Commercial Motorsports Product Purchase Agreement

This Honda Racing Corporation USA (“HRC US”) Commercial Motorsports Racing Product Purchase Agreement (the “Agreement”) states the terms of purchase for the entity identified on the signature page (“Purchaser”) and is effective as of the Effective Date set forth below.

1. **Approved Purposes.** Without limiting any of the restrictions on use of HRC US Products, Purchaser acknowledges and agrees that HRC US Products may NOT be used on an automobile that is not utilized in road racing, off-road racing, or on a closed-circuit racetrack and may NOT be resold to customers located outside the United States or Canada or to persons whom Purchaser knows or has reason to know will be exporting the Products outside the United States or Canada.

2. **HRC US Products.** This Agreement does not obligate Purchaser to purchase from HRC US or HRC US to sell to Purchaser HRC US Products. If made available by HRC US, Purchaser may purchase HRC US Products on the terms set forth in this Agreement and in accordance with HRC US’s standard order procedures and then-current prices, which are available upon request. A maximum or minimum order quantity may be applied to any HRC US Products order at HRC US’s sole discretion. Unless otherwise agreed to by the parties, all HRC US Products shall be paid for by credit card in advance of shipment. Purchaser will be notified by HRC US of any shipping costs and insurance and will make payment for same in accordance with HRC US standard order procedures. Risk of loss and title will transfer to Purchaser upon delivery by HRC US to the shipper identified by HRC US in its electronic order acknowledgment. HRC US Products that will be made available to Purchaser will be determined by HRC US in its sole discretion. Purchaser understands and agrees that HRC US Products may be subject to unforeseeable shortages and delays in delivery. All delivery dates are estimates. In no event shall HRC US or its suppliers be liable to Purchaser or any other person or entity for any form of damages caused by late delivery of HRC US Products or failure to deliver HRC US Products, Purchaser’s sole remedy for such failure to deliver being a refund of monies previously paid for HRC US Products that have not been received by Purchaser.

3. **NO WARRANTY.** HRC US Products are sold “AS IS” and WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW, HRC US AND ITS PARENT AMERICAN HONDA MOTOR CO., INC. AND ALL AFFILIATED HONDA COMPANIES, INCLUDING, WITHOUT LIMITATION, HONDA MOTOR CO., LTD. (COLLECTIVELY, THE “HONDA COMPANIES”) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, PERTAINING TO THE HRC US PRODUCTS AND INFORMATION PROVIDED IN CONNECTION WITH THE SALE OF THE HRC US PRODUCTS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR USE AND MERCHANTABILITY. Without limiting the forgoing, Purchaser understands and agrees that competitive race car driving is an inherently dangerous activity and that it is Purchaser’s and Purchaser’s customers’ responsibility to determine whether the HRC US Products are appropriate for use in race cars and under the racing conditions to which they will be subjected and if and when such HRC US Products should be maintained, repaired, and/or replaced.

4. **All sales are FINAL, no returns or exchanges.** Without limitation of the preceding terms, HRC US does not offer a core exchange program.

5. **Limitations and Exclusions of Liability.** To the fullest extent permitted by law, in no event shall HRC US or any Honda Company have any liability to Purchaser or Purchaser’s customers or any of their successors, heirs or assigns for any damages resulting from use of the HRC US Products, including, without limitation, direct, indirect, special, incidental or consequential damages,

damage to or loss of personal property or equipment, loss of profits or revenue, cost of purchase or replacement of goods, or claims of Purchaser or third parties that result from the use of any and all HRC US Products. HRC US's aggregate liability in connection with the HRC US Products and this Agreement shall not exceed the amount of money paid by Purchaser to HRC US for HRC US Products pursuant to this Agreement.

6. **Term and Termination.** This Agreement shall commence on the Effective Date and terminate on the first anniversary thereof. If, prior to termination, neither party notifies the other party of its desire that the Agreement continue, then the Agreement shall continue in force on a month-to-month basis until a party notifies the other party of its desire that the Agreement terminate, in which case the Agreement shall terminate thirty (30) days from the date of such notice. Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days e-mail or written notice to the other party.
7. **Relationship of the Parties.** This Agreement sets for the terms on which HRC US will sell HRC US Products to Purchaser. No trademark rights or other rights are licensed pursuant to this Agreement. This Agreement does not constitute Purchaser as a franchisee or dealer of HRC US. Purchaser shall carry on business on its own account and at its own risk and expense and in its own name. Purchaser shall be in no way a representative or agent of HRC US and has no authority to assume or create any obligations on behalf of HRC US. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize, a joint venture, franchise, pooling arrangement, partnership or formal business entity of any kind, and the rights and obligations of the parties shall be limited to those expressly set forth. Nothing contained herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of the parties, or to create a trust of any kind for the benefit of Purchaser, or to impose fiduciary duties on HRC US, or to give either party the power to direct or control the day-to-day activities of the other. In fulfilling its obligations pursuant to this Agreement each party shall be acting as an independent contractor.
8. **No Post-Termination Compensation.** HRC US shall not be liable to Purchaser for, and Purchaser shall not be entitled to, by reason of the expiration or any other termination of this Agreement, any compensation, remedy, indemnification, reimbursement or damages on account of the current or prospective profits on Purchaser's sales or anticipated sales of the HRC US Products, or on account of Purchaser's expenditures, investments or commitments made in connection with the sale or procurement or other dealing in of the HRC US Products, or on account of the establishment, development or maintenance of the business or goodwill of Purchaser, or on account of any other cause or thing whatsoever.
9. **Miscellaneous.** Any delay or failure of either party to perform its obligations shall be excused if such delay or failure is caused by an event or occurrence beyond the reasonable control of such party, including acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, terrorism, threats of terrorism, windstorms, explosions, riots, natural disasters, wars, inability to obtain power, material, labor equipment or transportation, court injunction or order, or labor problems such as lockout, strikes and slowdown. All notices hereunder will be in writing and delivered by e-mail which must be confirmed in hard copy mailed postage prepaid to the party's address as set forth on the signature page or to such other address as the party may hereafter designate by like notice. Any disputes, claims, differences or controversies arising out of or in connection with this Agreement shall be finally settled by arbitration by the American Arbitration Association in Los Angeles, California pursuant to the Rules of Arbitration of said Association. **EACH PARTY WAIVES ITS RIGHT TO TRIAL BY JURY.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or

any other provision. Neither party may assign its rights or delegate its obligations under this Agreement. If any term(s) of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be construed and reformed in a manner that promotes, to the greatest extent possible, the original intent of the parties while bringing it into compliance with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement, together with the attachments, exhibits, supplements or other terms specifically referenced herein, constitutes the entire agreement between HRC US and Purchaser with respect to the matters contained in this Agreement and supersedes all prior oral or written representations and agreements with respect to such matters. This Agreement may only be modified in a writing executed by the duly authorized representatives of both parties, provided that HRC US may modify the terms of purchase of HRC US Products by posting such terms on the HRC US Website. The terms of this Agreement (including terms posted on the HRC US Website) supersede the standard terms and conditions accompanying any purchase order for HRC US Products, except as expressly otherwise agreed in a writing executed by parties. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive law of the state of California without reference to its conflicts of law principles, and shall be deemed to be executed in Santa Clarita, California. Subject to the arbitration procedures described above, in any legal action relating to this Agreement, each of the parties agrees to the exercise of jurisdiction over it by a state or federal court in Los Angeles, California.

10. **Acknowledgment.** Purchaser acknowledges that it has read this Agreement, that it has been given opportunity to seek advice of legal counsel, that it has had an opportunity to negotiate and modify the terms of this Agreement, that it fully knows, understands and appreciates the contents, and that it executes and makes this Agreement voluntarily and of its own free will. Because this Agreement is the product of negotiations between the parties, to the extent that any term, provision, or section is deemed ambiguous, it shall not be interpreted against the interests the party which may have drafted that particular term, provision, or section.

Now, therefore, the Purchaser hereby agrees and executes this Agreement effective as of today (the "Effective Date.")