

## REVOLUTION RACE CARS

### GENERAL TERMS AND CONDITIONS OF SALE

#### 1. INTERPRETATION

##### 1.1 Definitions:

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"**Conditions**" means the terms and conditions set out in this document and any special conditions set out on any Order form as amended from time to time in accordance with clause 11.4.

"**Contract**" means the contract between the Seller and the Buyer for the sale and purchase of any Car or other Car Products in accordance with these Conditions.

"**Buyer**" means the person or firm who purchases any Car or other Car Products from the Seller.

"**Force Majeure Event**" means an event or circumstance beyond a party's reasonable control.

"**Car**" means the car named The Revolution.

"**Car Products**" means any Car, Car parts, spares, accessories and/or equipment set out in the Order.

"**Order**" means the Buyer's order for the Car Products, as set out in the Buyer's purchase order form.

"**Specification**" means any specification for the Car Products, including any designs, related plans and drawings, that is agreed in writing by the Buyer and the Seller.

"**Seller**" means Abbott Automotive Limited t/a Revolution Race Cars of:-  
Unit 2 Frankland Commerce Park, Harrier Way, Eagle Business Centre, Yaxley, Peterborough, PE7 3NN

##### 1.2 Interpretation:

1.2.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3 A reference to **writing** or **written** includes emails.

2. **BASIS OF CONTRACT**

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Buyer to purchase the Car Products in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Car Products referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 A quotation for the Car Products given by the Seller shall not constitute an offer. A quotation shall only be valid for a period of 60 Business Days from its date of issue.
- 2.7 In the event that a Buyer places an Order with the Seller, without having paid for the previous Order(s), the Seller may refuse to honour the Order and to deliver the Car Products in question, without the Buyer being able to claim compensation of any kind, for any reason whatsoever.
- 2.8 The Buyer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Car Products as are required from time to time and, if required by the Seller, the Buyer shall make those licences and consents available to the Seller prior to the relevant shipment.
- 2.9 Where applicable, the Buyer shall, or the Buyer shall procure that its transporter shall, ensure that the export certificates will be delivered to the Seller, within a maximum of 14 of the delivery date, so as to allow it to prove the export sale of the Car Products. The Buyer agrees to oversee all the necessary paperwork related to customs, as well as payment of applicable taxes, namely the declaration of the Car Products at customs, delivery of documents to the customs departments upon export and import, the payment of export and import taxes. As a result of the foregoing, the Buyer shall produce, within 3 months of the delivery of the Car Products, a copy of all the documents certifying that all the declarative and customs formalities have indeed been fulfilled by the Buyer, and that all the taxes have been paid to the relevant authorities, both in the United Kingdom and in the country of destination. In the event that the Buyer breaches its declarative obligations or fails to provide said documents within the maximum 3 months from the day of delivery of the Car Product, the latter shall therefore owe the amount of the value added tax, at the legal rate as applicable in the United Kingdom which will therefore be invoiced to it by the Seller

### 3. **CAR PRODUCTS**

- 3.1 The Car Products are described in the Seller's catalogue/brochure as modified by any applicable Specification.
- 3.2 To the extent that the Car Products are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Seller reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
- 3.4 The Seller retains all of the industrial and intellectual property rights related to the Car Products, photos and technical documentation, which cannot be disclosed or used without its prior written authorisation.
- 3.5 The Buyer shall not use any trademarks or names belonging to the Seller other than as applied to Car Products, except for uses of the trademarks previously approved in writing by the Seller.
- 3.6 In all cases of public communications, the Buyer agrees to affix the Revolution Race Car logos on the various media according to the Seller's instructions.

### 4. **DELIVERY**

- 4.1 Any dates quoted for delivery are estimates only, and the time of delivery is not of the essence. In any event delivery is subject to the Seller receiving in cleared funds the full agreed price for the Car.
- 4.2 The Seller shall not be liable for any delay in delivery of the Car Products that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Car Products. The time-line communicated by the Seller upon approval of the Order is not a guaranteed delivery deadline, it is provided by way of estimate for information purposes only, and the Seller will not be held liable towards the Buyer in the event of a delivery delay for any reason.
- 4.3 The Seller shall ensure that each delivery of Car Products is accompanied by delivery paperwork that shows the date of the Order, all relevant Buyer and Seller reference numbers, the type and quantity of the Car Products (including the code number of the Car Products, where applicable), and assembly and operational instructions.

Delivery shall be made EXW (ex-works) at the premises of the Seller, directly to the Buyer or to a dispatcher or transporter chosen by the Buyer, the Products travelling at the Buyer's risk and costs. It is the Buyer's responsibility, in the event of damage to the delivered merchandise or missing parts, to report all the necessary concerns to the transporter. It is the Buyer's responsibility to provide all evidence regarding the reported hidden defects and missing parts. The Buyer acknowledges that it is the transporter's

responsibility to carry out loading and delivery, the Seller being deemed to have fulfilled its obligation of delivery as soon as it has delivered the ordered Products to the transporter who has accepted them without reserves. Therefore, the Buyer cannot make any warranty claims against the Seller in the event of failure of delivery of the ordered Car Products nor can it make any claims for damages sustained during loading, shipping or unloading.

- 4.4 In the event that the Buyer makes special requests regarding the conditions governing the packaging and shipping of the ordered Car Products, as duly accepted in writing by the Seller, the related costs shall be subject to additional specific invoicing.
- 4.5 If the Buyer fails to take delivery of the Car Products within three Business Days of the Seller notifying the Buyer that the Car Products are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Contract:
  - 4.5.1 delivery of the Car Products shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Seller notified the Buyer that the Car Products were ready; and
  - 4.5.2 the Seller shall store the Car Products until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
- 4.6 If ten Business Days after the day on which the Seller notified the Buyer that the Car Products were ready for delivery the Buyer has not taken delivery of them, the Seller may resell or otherwise dispose of part or all of the Car Products and, after deducting reasonable storage and selling costs, charge the Buyer for any shortfall below the price of the Car Products.

## 5. **QUALITY**

- 5.1 The Seller warrants that on delivery the Car Products shall:
  - 5.1.1 conform in all material respects with the Specification;
  - 5.1.2 be free from material defects in design, material and workmanship;
  - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Car Products Act 1979).
- 5.2 Subject to clause 5.3, if:
  - 5.2.1 the Buyer gives notice in writing to the Seller within 3 days of discovery that some or all of the Car Products do not comply with the warranty set out in clause 5.1;
  - 5.2.2 the Buyer provides the Seller with all necessary data and video footage and the Seller is given a reasonable opportunity of examining such Car Products in order to make an assessment as to the condition of the Car and/or Car products; and
  - 5.2.3 the Buyer (if asked to do so by the Seller) returns such Car Products to the Seller's place of business at the Buyer's cost,

the Seller shall, at its option, repair or replace the defective Car Products, or refund the price of the defective Car Products in full.

- 5.3 The Seller shall not be liable for the Car Products' failure to comply with the warranty set out in clause 5.1 in any of the following events:
- 5.3.1 the Buyer makes any further use of such Car Products after giving notice in accordance with clause 5.2;
  - 5.3.2 the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the assembly, storage, commissioning, installation, operation, use and maintenance of the Car Products or (if there are none) good trade practice regarding the same;
  - 5.3.3 the defect arises as a result of the Seller following any drawing, design or Specification supplied by the Buyer;
  - 5.3.4 the Buyer alters, adapts or repairs such Car Products without the written consent of the Seller;
  - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or operational conditions; or
  - 5.3.6 the Car Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, the Seller shall have no liability to the Buyer in respect of the Car Products' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Car Products Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 Return costs shall be borne by the Seller only if an apparent defect, or missing parts, are actually reported by the Seller. Only the transporter chosen by the Seller is authorized to return the Products in question. The Seller shall proceed with an additional delivery to make up the missing parts and/or replace as soon as possible and at its costs, the delivered Products, whose non-compliance defects have been duly proved by the Buyer, without the latter being able to claim compensation of any kind or to cancel the order.
- 5.7 These Conditions shall apply to any repaired or replacement Car Products supplied by the Seller.
6. **TITLE AND RISK**
- 6.1 The risk in the Car Products shall pass to the Buyer on completion of delivery.
  - 6.2 Subject to the Seller receiving payment in full in cleared funds for the Car Products, title to the Car Products shall pass to the Buyer on completion of delivery of such Car Products.
7. **PRICE AND PAYMENT**
- 7.1 The price of the Car Products shall be the price set out in the Order, or, if no price is quoted, the price set out in the Seller's published price list in force as at the date of delivery.
  - 7.2 Payment is due within 3 days of notification by the Seller of a confirmed delivery date.

- 7.3 All amounts of money referred to in the Contract shall be interpreted as being amounts exclusive of value added tax, any similar sales tax or any tax that replaces such sales taxes. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If the Buyer is required under any applicable law to withhold or deduct any amount from the payments due to the Seller, the Buyer shall increase the sum it pays to the Seller by the amount necessary to leave the Seller with an amount equal to the sum it would have received if no such withholdings or deductions had been made.
- 7.4 Any Order for Car Products placed 'on the track' shall be paid under the same conditions as those defined pursuant to this clause, with a minimum increased rate of 10%.
- 7.5 The Buyer must pay a deposit equal to 50% of the total purchase price of any Car plus all applicable VAT no later than the day on which the Seller accepts the Order.
- 7.6 The sale price could be increased according to the options that the Buyer will choose in the Order Form for the final configuration of the Car. The Seller guarantees the option price only on the day on which the Seller accepts the Order.
- 7.7 In the event of failure of payment of deposit, the Seller will not guarantee the delay of delivery indicated on the day on which the Seller accepts the Order. If the payment of the deposit was to be referred, for whatever reason, the Seller will define, at its discretion, a new date of delivery, depending on Seller's order books. This new indicative date will be communicated at the day of the payment of the deposit to the Seller.
- 7.8 For other Car Products (except Cars), the Buyer must pay full price of the Products when an order for any such Car Product is placed.
- 7.9 The Seller may, by giving notice to the Buyer at any time before delivery, increase the price of the Car Products to reflect any increase in the cost of the Car Products that is due to:
- 7.9.1 any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 7.9.2 any request by the Buyer to change the delivery date(s), quantities or types of Car Products ordered, or the Specification; or
- 7.9.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.
- 7.10 The price of the Car Products:
- 7.10.1 excludes amounts in respect of value added tax (**VAT**), which the Buyer shall additionally be liable to pay to the Seller at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- 7.10.2 excludes the costs and charges of packaging, insurance and transport of the Car Products, which shall be invoiced to the Buyer.
- 7.11 The Seller may invoice the Buyer for the Car Products on or at any time after the completion of delivery.

- 7.12 The Buyer shall pay all sums owed in cleared funds. Payment shall be made to the bank account nominated in writing by the Seller. Time for payment is of the essence.
- 7.13 If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
- 7.14 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

## 8. **TERMINATION**

- 8.1 Without limiting its other rights or remedies, the Seller may terminate this Contract with immediate effect by giving written notice to the Buyer if:
- 8.1.1 the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
- 8.1.2 the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 8.1.3 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 8.1.4 the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.2 Without limiting its other rights or remedies, the Seller may suspend provision of the Car Products under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 8.1.1 to clause 8.1.4, or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 8.3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 8.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.

8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## 9. **LIMITATION OF LIABILITY**

9.1 All Car Products referenced by the Seller are exclusively intended for racing car use, and exclusively in the context of automobile competition or automobile sport in general; consequently they are not subject to any specific contractual warranty.

9.2 The Seller guarantees the Car Products against 'latent defects' only, in accordance with the law, practices and case law. The Seller does not issue any warranty with respect to the Car (including all car parts and components) and any other Car Products, namely as defined in any brochure or Catalogue, after the delivery to the Buyer, including in regards to all of the equipment that falls under the sole responsibility of its Suppliers. The Buyers being professionals, the 'latent defect' means a fault in the production of the Car Product making it unsuitable for its use and unlikely to be noticed by the Buyer before its use. A design defect is not a latent defect and the Buyers are deemed to have received all the technical information concerning the Car Products. The warranty only applies to Car Products entirely manufactured by the Seller, with the exclusion of those originating from the Buyer's own suppliers. Any warranty is excluded in the event of misuse, or non-compliance with the practices of automobile sport, negligence or lack of maintenance by the Buyer, as in the event of normal wear and tear of the Product or force majeure, or again if any modification has been made to the Car Product. It also does not apply to any deterioration or accident resulting from an impact, a fall, negligence, lack of supervision or maintenance, or in the event of transformation, adaption or alteration of the Car Product. The warranty is limited to replacement or repair of the Car Products that are deemed to be faulty. This warranty does not cover labour costs. The warranty automatically ends if the Buyer has not informed the Seller of the alleged defect within a period of 7 days from the date of discovery.

9.3 The Seller shall draw the Buyer's attention to the fact that the Cars have certain features that render their use prohibited on public highways. As this concerns a Car meant for racing, the Seller accepts no liability for:

9.3.1 assembly of the Car and/or other Car Products;

9.3.2 how the Car might be used by the Buyer;

9.3.3 the Car's performance and safety, after assembly, disassembly or overhaul of the Car by the Buyer, especially with respect to replacing parts that the Seller recommends beyond a certain mileage threshold; or

9.3.4 the Car's performance and safety, for any part not sold directly by the Seller.

9.4 The Buyer acknowledges that the Car is to be used in a dangerous field of activity and that driving a Car meant for racing, at whatever speed, involves inherent and unavoidable risks that cannot be eliminated altogether.



- 9.5 The Buyer acknowledges and accepts on its behalf or on behalf of the driver to whom responsibility is assigned, all risks associated with motor vehicle racing and driving at high speeds.
- 9.6 The Seller recommends that any driver should wear a crash helmet and racing overalls and should effect and maintain medical, personal accident, death and injury insurance cover.
- 9.7 Furthermore, the Buyer acknowledges that the driver to whom responsibility is assigned may lose control of the Car while driving in racing conditions and the Buyer accepts all risks associated with such a loss of control.
- 9.8 As a result, the Buyer agrees, without reserve, to indemnify and hold harmless the Seller, its affiliates and/or holding companies, as well as its officers (including directors), agents and employees from and against any liability, claims and/or liability suits for injury, death and physical damages, and will bear all legal costs and lawyer fees resulting directly or indirectly from the use of the Car or any accident or incident arising from such use, for an indefinite period.
- 9.9 The Seller shall not be sued for liability for any defects in quality, malfunction or hidden defects that may occur in connection with the assembly, installation and the use of the Car and parts.
- 9.10 The Seller shall not be held liable for the unavailability of the Car due to a malfunction of the engine and/or peripheral devices.
- 9.11 Nothing in these Conditions shall limit or exclude the Seller's liability for:
- 9.11.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 9.11.2 fraud or fraudulent misrepresentation;
- 9.11.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 9.11.4 defective products under the Consumer Protection Act 1987; or
- 9.11.5 any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- 9.12 Subject to the above provisions of clause 9:
- 9.12.1 the Seller shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 9.12.2 the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £5,000,000.

10. **FORCE MAJEURE**

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this Contract by giving 4 weeks written notice to the affected party.

11. **GENERAL**

11.1 **Assignment and other dealings.**

11.1.1 The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

11.1.2 The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Seller.

11.2 **Confidentiality.**

11.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, buyers, clients or sellers of the other party except as permitted by clause 11.2.2.

11.2.2 Each party may disclose the other party's confidential information:

11.2.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and

11.2.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.2.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

11.3 **Entire agreement.**

11.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

- 11.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 11.7 **Notices.**
- 11.7.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- 11.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission; if prepaid airmail with proof of posting, at 9.00am on the fifth Business Day after posting .
- 11.7.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 11.8 **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.
- 11.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 11.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.
- 11.11 Each party irrevocably consents to any process in any legal action or proceedings being served on it in accordance with the provisions of these Conditions relating to service of notices. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

- 11.12 Nothing shall limit the right of the Seller to take proceedings against the Buyer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the Seller from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 11.13 **Language.** These Conditions are drafted in the English language. If these Conditions are translated into any other language, the English language version shall prevail. Any notice given under or in connection with these Conditions shall be in the English language. All other documents provided under or in connection with these Conditions shall be in the English language, or accompanied by a certified English translation. The English language version of these Conditions and any notice or other document relating to these Conditions shall prevail if there is a conflict except where the document is a constitutional, statutory or other official document.

**PRO FORMA ORDER FORM**

Order for Car Products supplied by <b>Abbott Automotive Limited</b> trading as <b>Revolution Race Cars</b>	
Buyer:	
Date of Order:	
Quantity of each model/type of the Car Products:	
Estimated delivery date:	
Delivery Point:	[     ], Peterborough
Special delivery instructions:	
<b>This Order Form is governed by the Terms and Conditions [version April 2019] and any Special Terms set out below. No other terms shall apply, notwithstanding any terms of the Buyer appended to this Order Form.</b>	
<b>Special Terms</b>	
<b>Abbott Automotive Limited t/a Revolution Race Cars</b> of 17-19 Fenlake Business Centre, Fengate, Peterborough PE1 5BQ.	