

GARDNER DOUGLAS SPORTS CARS LIMITED

MASTER TERMS AND CONDITIONS OF SALE, SUPPLY, MANUFACTURE AND SERVICES

Governing law: England and Wales

IMPORTANT INFORMATION

These Master Terms and Conditions of Sale, Supply, Manufacture and Services ("**Terms**") apply to all quotations, orders, sales, supplies, manufacture, fabrication, engineering, assembly and services provided by **Gardner Douglas Sports Cars Limited ("GD")**, unless GD expressly agrees otherwise in writing.

These Terms form part of the Contract between GD and the Customer when incorporated in accordance with clause 2.

If the Customer is a Consumer, nothing in these Terms excludes, restricts or limits any statutory right or remedy which cannot lawfully be excluded, restricted or limited.

The Customer should read these Terms carefully before placing an order.

Where there is an inconsistency between contractual documents, the order of precedence in clause 2 shall apply.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms:

"Applicable Law" means all applicable laws, regulations, statutory requirements and legally binding regulatory requirements applicable to GD, the Goods, the Services or the Customer's intended use of the Goods.

"Business Customer" means a Customer acting wholly or mainly in the course of a trade, business, craft or profession.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England on which banks in England are generally open for business.

"Consumer" means an individual acting for purposes wholly or mainly outside that individual's trade, business, craft or profession.

"Contract" means the legally binding contract between GD and the Customer for the supply of Goods and/or Services.

"Customer" means the person or entity whose order for Goods and/or Services is accepted by GD.

"Bespoke Goods" means Goods manufactured, fabricated, modified, configured, finished, sourced or ordered specifically to the Customer's requirements, specifications or instructions.

"Goods" means vehicles, kits, chassis, rolling chassis, components, fabricated parts, assemblies, bodywork, tooling, accessories and other goods supplied by GD.

"Intellectual Property Rights" means patents, rights in inventions, copyright and related rights, design rights, trade marks, trade names, domain names, database rights, rights in confidential information, know-how and all other intellectual property rights, whether registered or unregistered.

"Order Form" means GD's written order confirmation, quotation acceptance document, build specification or other document expressly identified by GD as forming part of the Contract.

"Proprietary Materials" means GD's designs, drawings, CAD files, models, patterns, moulds, tooling, templates, jigs, fixtures, specifications, processes, methods, calculations, software, know-how and other technical or commercial materials.

"Services" means fabrication, engineering, design, machining, assembly, preparation, paint, trim, inspection, advisory and other services supplied by GD.

"Vehicle" means any kit, rolling chassis, partially assembled vehicle, completed vehicle or other vehicle-related product supplied or assembled by GD.

1.2 Interpretation

References to legislation include that legislation as amended, extended or re-enacted from time to time.

References to writing include email and other electronic communications capable of being reproduced in permanent form.

Headings do not affect interpretation.

Words in the singular include the plural and vice versa.

2. FORMATION OF CONTRACT AND ORDER OF PRECEDENCE

2.1

A quotation issued by GD is an invitation to treat and, unless expressly stated otherwise, is not a binding offer.

2.2

A Contract is formed only when GD accepts the Customer's order in writing, or otherwise confirms in writing that the order has been accepted.

2.3

GD may decline an order before acceptance.

2.4

These Terms shall be incorporated into the Contract where they have been provided to, or otherwise made reasonably available to, the Customer before or at the time the Contract is formed.

2.5

The Customer's submission of an order following receipt of these Terms constitutes an offer to contract on these Terms.

2.6

GD's written acceptance of that order constitutes acceptance of the Customer's offer on these Terms, subject to any expressly agreed variations.

2.7

No terms contained in a Customer purchase order, acknowledgement, website, standard terms or other document shall apply unless expressly accepted by GD in writing.

2.8

The following order of precedence shall apply:

1. the signed Order Form or Build Specification;
2. any subsequent written variation expressly agreed by GD;
3. GD's written order confirmation;
4. these Terms; and
5. any other document expressly incorporated into the Contract.

2.9

Where the Customer's terms conflict with these Terms, these Terms shall prevail unless GD has expressly agreed otherwise in writing.

2.10

No oral representation, promise or variation shall bind GD unless confirmed in writing by an authorised representative of GD.

3. SPECIFICATION, DESCRIPTION AND VARIATIONS

3.1

Images, illustrations, photographs, drawings, colour samples, descriptions and marketing materials are indicative unless expressly incorporated into the Contract.

3.2

Low-volume, hand-built and bespoke Goods may contain reasonable variations in finish, texture, alignment, panel gaps, paint, trim, stitching, weave, surface appearance and other characteristics arising from the manufacturing process.

3.3

GD may make reasonable technical, engineering or manufacturing changes to Goods where such changes:

- (a) are necessary for safety, reliability, legal compliance or supply reasons; or
- (b) do not materially adversely affect the agreed specification.

3.4

Where a material change is proposed to a Consumer's agreed specification, GD shall comply with any mandatory statutory requirements applicable to that change.

3.5

Where the Customer supplies specifications, measurements, drawings, designs, samples, dimensions or other information, the Customer is responsible for their accuracy and suitability.

3.6

GD shall not be responsible for inaccuracies or deficiencies arising from Customer-supplied information unless GD expressly agrees in writing to verify that information.

3.7

Where GD identifies an apparent technical incompatibility, error or safety concern in Customer-supplied specifications, GD may suspend the relevant work pending clarification.

4. CONSUMER RIGHTS

4.1

Nothing in these Terms excludes, restricts or limits any statutory right or remedy available to a Consumer which cannot lawfully be excluded, restricted or limited.

4.2

In particular, nothing in these Terms excludes or limits any mandatory statutory rights concerning the quality, conformity, description, fitness for purpose, delivery or supply of Goods or Services.

4.3

Where a statutory Consumer right conflicts with these Terms, the statutory right shall prevail to the extent of the conflict.

4.4

Any provision in these Terms which is expressly stated to apply only to a Business Customer shall not apply to a Consumer.

4.5

A voluntary GD warranty is additional to, and does not replace, statutory Consumer rights.

5. PRICES, DEPOSITS AND PAYMENT

5.1

Unless expressly stated otherwise, all prices are exclusive of VAT, delivery, carriage, packaging, registration charges, taxes, duties and other third-party charges.

5.2

The Customer shall pay GD in accordance with the payment schedule stated in the Order Form, quotation or invoice.

5.3

Time for payment is of the essence.

5.4

GD may require deposits, staged payments, progress payments or payment in full before commencing particular stages of manufacture or Services.

5.5

A deposit is an advance payment against the Contract price. It is not automatically refundable merely because the Customer subsequently wishes to cancel.

5.6

Where a Customer cancels or seeks to terminate an order, GD may, subject to Applicable Law, retain or recover amounts reasonably representing:

- (a) Goods and materials purchased or committed;
- (b) labour and Services performed;
- (c) third-party cancellation charges;
- (d) fabrication and machining costs;
- (e) non-cancellable supplier commitments;
- (f) storage and handling costs; and
- (g) other reasonable costs directly arising from the Customer's cancellation or breach.

5.7

Nothing in this clause permits GD to recover an amount which Applicable Law does not permit it to recover.

5.8

GD may suspend manufacture, Services, delivery, collection or release of Goods while any undisputed amount is overdue, subject to Applicable Law.

5.9

For Business Customers, overdue sums shall bear interest at the rate specified in the applicable Contract or, where no contractual rate is specified, at the maximum rate lawfully recoverable by GD under Applicable Law.

5.10

GD reserves all statutory rights to interest, compensation and recovery costs in respect of qualifying commercial debts.

5.11

For Consumers, any interest or charges for late payment shall be subject to Applicable Law.

6. BESPOKE GOODS, MANUFACTURE AND CANCELLATION

6.1

Many Goods supplied by GD are bespoke, made-to-order, modified or specifically sourced for the Customer.

6.2

The Customer acknowledges that cancellation of bespoke work may cause GD to incur costs which cannot readily be avoided or recovered from another customer.

6.3

The Customer may not cancel an order for Bespoke Goods except:

- (a) with GD's written agreement; or
- (b) where the Customer has a statutory right to cancel or terminate.

6.4

Where GD agrees to cancellation, GD may charge the reasonable costs and liabilities incurred as a result of the cancellation, subject to Applicable Law.

6.5

Such costs may include materials, components, supplier charges, labour, machining, fabrication, design work, paint, trim, storage, administration and other committed expenditure.

6.6

Where a Customer is entitled to cancel under mandatory law, GD shall comply with that right.

6.7

Bespoke Goods may not be returned merely because the Customer has changed their mind except where a statutory right to return or cancel applies.

7. SELF-BUILD, KIT AND CUSTOMER-ASSEMBLED VEHICLES

7.1

Unless expressly agreed otherwise in writing, GD supplies components and/or Goods and does not undertake responsibility for the assembly or construction of a self-build Vehicle.

7.2

The Customer is responsible for ensuring that a self-built or customer-assembled Vehicle is correctly assembled, configured, tested, maintained and used.

7.3

The Customer is responsible for ensuring that any completed Vehicle complies with all Applicable Law and requirements applicable to its intended use, registration, road use, competition use or other operation.

7.4

GD does not certify or approve a completed customer-built Vehicle unless GD has expressly agreed in writing to undertake a specific inspection, certification or approval service.

7.5

GD shall not be responsible for defects, failures, damage or loss caused by:

- (a) incorrect assembly;
- (b) incorrect adjustment or installation;
- (c) unauthorised modification;
- (d) failure to follow GD instructions;
- (e) unsuitable Customer-supplied components;
- (f) third-party components;
- (g) use outside the intended application; or
- (h) failure to maintain the Vehicle properly,

except to the extent caused by GD's breach of Contract, negligence or other liability which cannot lawfully be excluded.

7.6

The Customer shall obtain any inspection, approval, registration, Individual Vehicle Approval, Single Vehicle Approval or other certification required for the completed Vehicle unless GD has expressly agreed in writing to undertake that process.

7.7

Any statement by GD concerning potential registration, approval or road legality is guidance only unless GD expressly agrees in writing to provide a specific approval or certification service.

8. HAND-BUILT VEHICLE VARIATIONS

8.1

The Customer acknowledges that Vehicles and other Goods may be low-volume and hand-built products.

8.2

Reasonable manufacturing variations in paint, texture, surface finish, alignment, panel gaps, trim, stitching, carbon-fibre weave, fibreglass finish and other cosmetic characteristics shall not, of themselves, constitute a defect where they fall within reasonable expectations for a hand-built product.

8.3

This clause does not exclude any statutory Consumer right or liability which cannot lawfully be excluded.

9. BUSINESS CUSTOMERS

9.1

Where the Customer is a Business Customer, the parties intend that the terms of the Contract shall apply to the fullest extent permitted by Applicable Law.

9.2

Any implied terms, conditions or warranties which may lawfully be excluded are excluded to the fullest extent permitted by law.

9.3

Nothing in this clause excludes any term or liability which cannot lawfully be excluded or restricted.

9.4

A Business Customer confirms that it has had a reasonable opportunity to assess the suitability of the Goods and Services for its intended application.

9.5

A Business Customer is responsible for satisfying itself as to the suitability, compatibility and intended use of Goods and third-party components unless GD has expressly undertaken a particular design or suitability assessment in writing.

10. DELIVERY, COLLECTION, RISK AND STORAGE

10.1

Any delivery or collection dates given by GD are estimates unless expressly agreed in writing as a fixed date.

10.2

GD will use reasonable endeavours to meet estimated delivery or collection dates but shall not be liable for delay caused by circumstances outside its reasonable control.

10.3

Nothing in this clause limits any mandatory rights of a Consumer under Applicable Law.

10.4

Risk in Goods passes to the Customer:

- (a) on delivery to the Customer or its nominated carrier; or
- (b) on collection by or on behalf of the Customer,

whichever occurs first, except to the extent otherwise provided by mandatory Applicable Law.

10.5

Where the Customer fails to collect Goods when they are ready for collection, GD may charge reasonable storage, insurance, handling and administration costs.

10.6

GD may require payment of outstanding sums and reasonable storage costs before releasing Goods where legally entitled to do so.

10.7

GD may, where lawfully entitled, take reasonable steps to dispose of uncollected Goods after giving the Customer reasonable notice of its intention to do so.

10.8

Any proceeds of disposal shall be applied first towards GD's properly incurred costs and sums due, with any balance dealt with in accordance with Applicable Law.

10A. COLLECTION, DRAFT INVOICES, OUTSTANDING PARTS AND SHIPPING

10A.1

Where Goods comprise a large number of individual parts, components or assemblies and are purchased for collection, GD may issue a draft, provisional or estimated invoice before the collection date. Such a draft or provisional invoice is subject to final stock verification and reconciliation and does not constitute confirmation that every listed item will necessarily be available for collection.

10A.2

GD will use reasonable endeavours to check the availability of Goods and parts before the agreed collection date, based on GD's stock records and information reasonably available to GD at that time.

10A.3

GD will endeavour to make available for collection all Goods and parts which are in stock and available at the agreed collection date.

10A.4

Where, at or before collection, GD reasonably identifies that one or more Goods or parts listed on a draft or provisional invoice are unavailable, GD may remove those Goods or parts from the final invoice before issue.

10A.5

Where payment has already been made for Goods or parts which are unavailable at the collection date, GD shall issue a corresponding credit or record the amount as a credit on the Customer's account.

10A.6

The Customer may choose whether the credit referred to in clause 10A.5 is:

- (a) refunded to the Customer; or
- (b) retained on the Customer's account for application against the outstanding Goods or parts.

10A.7

The choice between refund and account credit shall be made by the Customer, subject to any mandatory requirements of Applicable Law.

10A.8

The fact that Goods or parts were listed on a draft, provisional or estimated invoice shall not, of itself, constitute a representation or guarantee that those Goods or parts will be physically available for collection on the proposed collection date.

10A.9

Where Goods or parts remain outstanding following collection, GD will use reasonable endeavours to notify the Customer when they become available.

10A.10

Once outstanding Goods or parts are available, the Customer may request collection from GD. Any collection shall be arranged for a mutually suitable date and shall remain subject to GD's operational requirements, opening arrangements and availability.

10A.11

GD may reasonably restrict or suspend customer collections during periods in which its premises, staff or operations are committed to events, vehicle preparation, exhibitions, shows, Open Days, motorsport attendance, holidays, shutdowns, stocktaking or other business activities.

10A.12

Where a requested collection date falls within a period when GD is unable reasonably to accommodate customer collections, GD will use reasonable endeavours to offer an alternative collection date.

10A.13

The Customer may alternatively request that GD dispatch outstanding Goods or parts once they become available.

10A.14

Unless GD expressly agrees otherwise in writing, carriage, packaging, insurance and any applicable delivery charges for the subsequent dispatch of outstanding Goods or parts shall be payable by the Customer.

10A.15

Payment by the Customer for Goods or parts before those Goods or parts are available for collection does not, of itself, entitle the Customer to free carriage or delivery of those Goods or parts at a later date.

10A.16

Where the Customer has already paid for Goods or parts which were unavailable at the original collection date, the Customer remains entitled to receive those Goods or parts when they become available, subject to the Contract and Applicable Law. The Customer may choose to collect them at a mutually agreed collection date or request dispatch subject to clause 10A.14.

10A.17

Where Goods or parts are unavailable at the original collection date due to delayed supply, supplier availability, stock discrepancy or other circumstances outside GD's reasonable control, GD shall not be responsible for the Customer's additional travel, accommodation, transport, time, labour or other consequential costs arising from the Customer having to make a subsequent collection or arrange subsequent delivery, except to the extent that such liability cannot lawfully be excluded.

10A.18

GD will use reasonable endeavours to notify the Customer when outstanding Goods or parts become available. GD does not guarantee any particular future availability date unless expressly agreed in writing.

10A.19

Nothing in this clause requires GD to provide free carriage or delivery merely because the Customer has previously paid for Goods or parts which were unavailable at the original collection date.

10A.20

Nothing in this clause prevents GD and the Customer from agreeing in writing that GD will provide carriage or delivery without charge in a particular case.

10A.21

Where an outstanding part is subsequently reported by the Customer as defective or not in conformity with the Contract, GD may reasonably require the Customer to provide photographs, information or other evidence and, where appropriate, to return the relevant part for inspection using GD's nominated return arrangements.

10A.22

Where GD confirms that a part is defective or otherwise not in conformity with the Contract and GD is responsible for the relevant defect, GD shall provide the remedy required by the Contract or Applicable Law.

10A.23

For a Business Customer, GD may require the Customer to return a suspected defective part at the Customer's initial cost using GD's nominated carrier or method. Where GD subsequently confirms that the defect is GD's responsibility, GD may reimburse the Customer's reasonable return carriage costs where appropriate.

10A.24

For a Consumer, nothing in this clause requires the Consumer to bear any cost which Applicable Law requires GD to bear in connection with a valid statutory remedy.

10A.25

Except where GD expressly agrees otherwise in writing or Applicable Law requires otherwise, the Customer shall be responsible for carriage, packaging and applicable delivery charges for the ordinary subsequent dispatch of parts which were unavailable at the original collection date but which are subsequently supplied correctly and in accordance with the Contract.

10A.26

Certain periods of the year may be unavailable for customer collections due to GD events, vehicle preparation, attendance at motorsport events, exhibitions, shows, Open Days, holidays, shutdowns or other business activities. GD will advise Customers of such periods where reasonably practicable.

10A.27

Nothing in this clause limits or excludes any rights or remedies which a Consumer has under mandatory Applicable Law.

11. TITLE

11.1

Title to Goods shall remain with GD until GD has received payment in full in cleared funds for those Goods.

11.2

Until title passes, the Customer shall:

- (a) keep unpaid Goods identifiable where reasonably practicable;
- (b) not remove or obscure identifying marks;

- (c) take reasonable care of the Goods; and
- (d) not sell, transfer, charge or otherwise dispose of the Goods except as expressly permitted by GD or Applicable Law.

11.3

GD may require the Customer to make the Goods available for collection where GD is lawfully entitled to recover them following non-payment or termination.

11.4

The Customer grants GD, its employees and authorised agents reasonable access to premises where unpaid Goods are stored for the purpose of identifying or recovering Goods where GD is lawfully entitled to do so.

11.5

Nothing in this clause is intended to create a registrable charge or security interest beyond the rights which may lawfully arise from retention of title.

12. MOTORSPORT, TRACK AND COMPETITION USE

12.1

Motorsport, competition, track use and high-performance vehicle operation involve inherent risks and may subject Goods to stresses materially greater than normal road use.

12.2

The Customer is responsible for ensuring that Goods are suitable, correctly prepared, maintained and operated for the intended competition or track application.

12.3

Unless expressly agreed otherwise in writing, competition use may invalidate or exclude GD's voluntary warranty to the extent that the relevant defect, damage or failure is caused by or connected with competition use.

12.4

Nothing in this clause excludes or limits any statutory Consumer rights or liability which cannot lawfully be excluded.

13. WARRANTY

13.1

Unless a different warranty is expressly stated in writing, GD provides a **12-month voluntary warranty** against defects in GD workmanship, commencing on delivery or collection of the relevant Goods or completion of the relevant Services.

13.2

The warranty is additional to, and does not replace or limit, any statutory rights or remedies available to a Consumer.

13.3

The warranty does not cover, to the extent lawfully permitted:

- (a) fair wear and tear;
- (b) consumable items;
- (c) misuse or abuse;
- (d) accident or impact damage;
- (e) neglect;
- (f) incorrect assembly;
- (g) incorrect adjustment;
- (h) unauthorised modification;
- (i) competition or racing use;
- (j) failure to follow GD instructions;
- (k) unsuitable storage;
- (l) failure to maintain the Goods properly; or
- (m) third-party components,

except where the relevant issue is caused by GD or where Applicable Law provides otherwise.

13.4

Where a Customer makes a warranty claim, GD may reasonably require photographs, inspection, testing, maintenance records and other information necessary to assess the claim.

13.5

Where a valid warranty claim is established, GD may, subject to Applicable Law, repair, replace or re-perform the relevant Goods or Services.

13.6

A warranty claim does not automatically entitle the Customer to reject the entire Vehicle or Contract.

13.7

Where a defect is established and remedied under the warranty, the warranty period shall not be extended merely because a repair has been undertaken, except where Applicable Law requires otherwise.

14. THIRD-PARTY COMPONENTS

14.1

Where third-party components are supplied by GD, those components may be subject to the manufacturer's own specifications, limitations and warranty.

14.2

GD shall not be responsible for a defect arising solely from a third-party component except to the extent GD is itself liable under Applicable Law or has separately warranted the component.

14.3

Where reasonably practicable, GD may assist the Customer in pursuing a manufacturer's warranty claim.

15. SERVICES

15.1

GD shall perform Services with reasonable care and skill where and to the extent required by Applicable Law.

15.2

Any estimated completion date for Services is an estimate unless expressly agreed in writing as a fixed date.

15.3

GD may use subcontractors or specialist suppliers to perform all or part of the Services while remaining responsible for its contractual obligations to the extent required by Applicable Law.

15.4

Where the Customer supplies a Vehicle, component, part, design or other item to GD, the Customer warrants that it has the right to provide that item and authorise GD to work upon it.

15.5

GD shall not be responsible for pre-existing defects, weaknesses, incompatibilities or damage in Customer-supplied items except to the extent caused by GD's negligence or breach of Contract.

15.6

Where additional work is reasonably required because of a pre-existing defect, hidden condition, incompatibility or Customer instruction not apparent when the original quotation was prepared, GD may provide a revised quotation or estimate before undertaking the additional work where reasonably practicable.

16. LIABILITY

16.1

Nothing in these Terms excludes or limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of title;
- (d) any liability which cannot lawfully be excluded or limited; or
- (e) any statutory Consumer right which cannot lawfully be excluded or limited.

16.2

Subject to clause 16.1 and, in relation to a Business Customer, to the maximum extent permitted by law, GD shall not be liable for:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of business;
- (d) loss of contracts;
- (e) loss of anticipated savings;
- (f) loss of goodwill;
- (g) loss of reputation; or
- (h) indirect or consequential loss.

16.3

Subject to clauses 16.1 and 16.2, GD's aggregate liability to a Business Customer arising out of or in connection with a Contract shall not exceed the total amount actually paid or payable to GD under that Contract.

16.4

The limitation in clause 16.3 shall not apply to a Consumer to the extent that its application would exclude or limit a liability or remedy which cannot lawfully be excluded or limited.

16.5

Where a Business Customer's own acts, omissions, modifications, instructions or use contribute to a loss, GD's liability shall be reduced to the extent permitted by law to reflect that contribution.

16.6

Nothing in this clause prevents GD from exercising any right to recover unpaid sums, enforce Intellectual Property Rights, enforce confidentiality obligations or seek injunctive or other equitable relief.

17. INTELLECTUAL PROPERTY, CAD, TOOLING AND USE RESTRICTIONS

17.1

All Intellectual Property Rights in GD's designs, CAD, drawings, tooling, moulds, patterns, processes, specifications, calculations, software, methods and know-how shall remain vested in GD or its licensors.

17.2

Unless expressly agreed otherwise in writing, no Intellectual Property Rights in Proprietary Materials are transferred to the Customer.

17.3

Upon full payment, the Customer receives a limited, non-exclusive, non-transferable licence to use the Goods for their intended purpose.

17.4

Except to the extent permitted by Applicable Law, the Customer shall not:

- (a) copy GD's designs or Proprietary Materials;
- (b) reproduce or manufacture components from GD's designs;
- (c) create derivative designs from GD's Proprietary Materials;
- (d) distribute or disclose CAD or technical files;
- (e) use GD's tooling or moulds to manufacture products for third parties;
- (f) reverse engineer or decompile GD software or technical materials; or
- (g) permit any third party to undertake any of the above.

17.5

Nothing in this clause prevents any act which Applicable Law expressly permits notwithstanding a contractual restriction.

17.6

Proprietary GD parts and components shall not be reproduced, manufactured or supplied by the Customer or any third party from GD's Proprietary Materials without GD's prior written consent.

17.7

GD may require the return of GD-owned tooling, moulds, jigs, fixtures and other Proprietary Materials at any time.

17.8

GD-owned tooling and materials remain GD's property notwithstanding any payment made by the Customer for design, development or manufacturing costs unless expressly agreed otherwise in writing.

17.9

GD may, where commercially appropriate and subject to agreement with the Customer, repurchase unused or surplus bespoke components taking account of condition, resaleability, specification and GD's actual or anticipated costs.

17.10

A breach of this clause may cause irreparable or difficult-to-quantify harm. GD may seek injunctive relief, delivery up, damages, termination and any other remedy available at law.

17.11

This clause survives termination or expiry of the Contract.

18. CONFIDENTIALITY AND TECHNICAL PROTECTION

18.1

The Customer shall keep confidential all non-public technical, commercial and design information disclosed by or on behalf of GD.

18.2

Confidential Information includes CAD files, drawings, specifications, dimensions, processes, manufacturing methods, supplier information, pricing, designs, tooling information and know-how.

18.3

The Customer shall not disclose or use Confidential Information except:

- (a) as necessary to perform the Contract;
- (b) with GD's prior written consent; or
- (c) where disclosure is required by law.

18.4

The Customer shall ensure that employees, officers, professional advisers, agents and contractors who receive Confidential Information are subject to appropriate confidentiality obligations.

18.5

On GD's request or on termination of the Contract, the Customer shall return or destroy Confidential Information, subject to any legal, regulatory, insurance or accounting requirement to retain records.

18.6

The Customer shall notify GD promptly if it becomes aware of any unauthorised disclosure or use of Confidential Information.

18.7

A breach may cause irreparable harm and GD may seek injunctive relief, damages and any other available remedy.

18.8

This clause survives termination or expiry of the Contract.

19. BUSINESS CUSTOMER INDEMNITY

19.1

A Business Customer shall indemnify GD against reasonable losses, liabilities, damages, costs and expenses arising from a third-party claim to the extent caused by:

- (a) the Customer's misuse of the Goods;
- (b) unauthorised modification;
- (c) incorrect assembly;
- (d) use outside the agreed or intended application;
- (e) integration with unsuitable third-party components;
- (f) Customer-supplied designs, specifications or materials; or
- (g) the Customer's breach of Applicable Law.

19.2

The indemnity shall not apply to the extent that the relevant loss or claim was caused by GD's negligence, breach of Contract or other wrongful act.

19.3

GD shall, where reasonably practicable, give the Customer notice of any claim falling within this indemnity and permit the Customer reasonable participation in its defence.

20. FORCE MAJEURE

20.1

GD shall not be liable for delay or failure to perform caused by circumstances beyond its reasonable control.

20.2

Such circumstances may include:

- (a) supplier failure or delay;
- (b) shortage of materials or components;
- (c) manufacturing interruption;
- (d) fire, flood or other natural event;
- (e) epidemic or pandemic;
- (f) war, terrorism or civil disturbance;
- (g) industrial action;
- (h) transport disruption;
- (i) power or telecommunications failure;
- (j) government action or regulatory intervention;
- (k) import or export restrictions; and
- (l) other events which GD could not reasonably have prevented or overcome.

20.3

GD shall use reasonable endeavours to mitigate the effects of a force majeure event.

20.4

If a force majeure event continues for a prolonged period, either party may terminate the affected Contract by written notice where permitted by Applicable Law.

20.5

Nothing in this clause removes any mandatory Consumer remedy arising from delay or non-performance.

21. TERMINATION

21.1

GD may terminate a Contract immediately by written notice where the Customer:

- (a) commits a material breach which cannot be remedied;
- (b) fails to remedy a remediable material breach within a reasonable period after being required to do so;
- (c) fails to make an undisputed payment when due;
- (d) becomes insolvent or appears unable to pay its debts as they fall due; or
- (e) ceases or threatens to cease carrying on business.

21.2

GD may suspend performance instead of terminating the Contract where it reasonably considers that payment or performance is at risk.

21.3

Termination shall not affect accrued rights or liabilities.

21.4

On termination, the Customer shall pay GD for all Goods supplied and Services properly performed up to the effective date of termination together with any other sums properly due under the Contract.

21.5

Clauses intended by their nature to survive termination, including intellectual property, confidentiality, liability, payment and governing law provisions, shall survive termination.

22. ACCEPTANCE, INSPECTION AND VEHICLE HANDOVER

22.1

The Customer shall inspect Goods as soon as reasonably practicable following delivery or collection.

22.2

A Customer should notify GD promptly of any apparent damage, shortage or discrepancy.

22.3

For Vehicles, the Customer may be asked to sign a handover or collection document recording the Vehicle's condition, mileage, specification and any agreed outstanding items.

22.4

A handover signature confirms delivery or collection and records the condition apparent at handover. It does not exclude any statutory right or prevent a Customer from subsequently notifying GD of a latent defect or other matter which could not reasonably have been identified at handover.

22.5

For Business Customers, failure to notify GD of an apparent shortage or damage within a reasonable period may be taken into account when assessing a subsequent claim, subject always to Applicable Law.

23. ASSIGNMENT

23.1

A Business Customer may not assign, transfer, subcontract, charge or otherwise dispose of any rights or obligations under a Contract without GD's prior written consent.

23.2

GD may assign or transfer a Contract to a group company, purchaser of its business or assets, or other successor, provided that such transfer does not materially prejudice the Customer's rights.

23.3

A Consumer's statutory rights are unaffected by this clause.

24. DATA PROTECTION

24.1

GD shall process personal data in accordance with Applicable Law, including the UK GDPR and the Data Protection Act 2018.

24.2

Further information about GD's processing of personal data may be set out in GD's privacy notice.

24.3

Where the Customer provides personal information relating to another individual, the Customer shall ensure that it is entitled to provide that information to GD.

25. MEDIA AND MARKETING

25.1

GD may photograph or record Goods and Vehicles for purposes including quality records, technical records, portfolio purposes and marketing.

25.2

GD shall not intentionally publish personal information identifying a Customer without an appropriate lawful basis or consent where consent is required.

25.3

A Customer who does not wish identifiable images of their Vehicle to be used for marketing purposes may notify GD in writing before completion or handover.

25.4

Nothing in this clause prevents GD from retaining technical, manufacturing, warranty, insurance or legal records which it is entitled or required to retain.

26. ELECTRONIC COMMUNICATIONS

26.1

The parties may communicate by email and other electronic means.

26.2

An electronic communication may constitute a written communication or contractual confirmation where it clearly identifies the relevant Contract and is sent by an authorised representative.

26.3

GD may rely upon electronic records of orders, approvals, specifications and communications, subject to Applicable Law.

27. NOTICES

27.1

A notice under a Contract shall be in writing and may be delivered by hand, pre-paid first-class post or email to the address or email address last notified by the relevant party.

27.2

A notice shall be deemed received:

- (a) if delivered by hand, when delivered;
- (b) if sent by first-class post, two Business Days after posting; and
- (c) if sent by email, when transmitted, provided no delivery failure notification is received.

27.3

This clause does not prevent either party from using another method of service where required by Applicable Law or court rules.

28. SEVERABILITY

28.1

If any provision or part of a provision is held to be invalid, unlawful or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable where legally permissible.

28.2

If modification is not possible, the relevant provision or part shall be treated as deleted and the remaining provisions shall continue in full force and effect.

29. WAIVER

29.1

A failure or delay by GD to exercise a right or remedy shall not constitute a waiver of that right or remedy.

29.2

A waiver shall be effective only if given in writing and shall apply only to the specific circumstances for which it is given.

30. THIRD-PARTY RIGHTS

30.1

Except where expressly stated otherwise, no person who is not a party to the Contract shall have any right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.

31. ENTIRE AGREEMENT

31.1

The Contract constitutes the entire agreement between GD and the Customer concerning its subject matter and supersedes prior discussions, negotiations, correspondence and understandings relating to that subject matter.

31.2

Nothing in this clause excludes or limits liability for fraud, fraudulent misrepresentation or any liability which cannot lawfully be excluded.

31.3

For Consumers, nothing in this clause excludes or limits any statutory protection or remedy.

32. GOVERNING LAW AND JURISDICTION

32.1

The Contract and any dispute or claim arising out of or in connection with it shall be governed by the laws of England and Wales.

32.2

Subject to any mandatory rights of a Consumer, the courts of England and Wales shall have jurisdiction to determine any dispute arising out of or in connection with the Contract.

32.3

Nothing in this clause prevents GD from seeking urgent injunctive or other equitable relief in any court of competent jurisdiction where necessary to protect its Intellectual Property Rights or Confidential Information.

33. GENERAL

33.1

The parties are independent contracting parties. Nothing in the Contract creates a partnership, joint venture, agency or employment relationship.

33.2

The Customer shall not represent that it has authority to bind GD.

33.3

Each Contract is specific to the Customer and the Goods and/or Services identified in it.

33.4

Where a Contract requires GD's consent, such consent shall be effective only when given in writing by an authorised representative of GD.

33.5

If there is a conflict between these Terms and a mandatory provision of Applicable Law, the mandatory provision shall prevail only to the extent of the conflict.

34. CUSTOMER ACKNOWLEDGEMENT

By placing an order with GD after receiving or being given reasonable access to these Terms, the Customer acknowledges that:

- (a) it has had an opportunity to read these Terms;
- (b) these Terms form part of the Contract where incorporated in accordance with clause 2;
- (c) the Goods and/or Services ordered have been selected for the Customer's intended application;
- (d) where the Customer is a Business Customer, it is entering into the Contract in the course of its trade, business, craft or profession; and
- (e) where the Customer is purchasing a kit, rolling chassis or self-build Vehicle, the Customer understands that GD is not responsible for the completed build unless GD has expressly agreed otherwise in writing.

Nothing in this clause limits any mandatory statutory Consumer rights.

35. VERSION AND AVAILABILITY OF TERMS

35.1

These Terms are identified as:

Gardner Douglas Sports Cars Limited — Master Terms and Conditions of Sale, Supply, Manufacture and Services — Version 1.0 — Effective 28 August 2026.

35.2

GD may update these Terms from time to time.

35.3

The version of the Terms incorporated into a particular Contract shall govern that Contract unless the parties expressly agree otherwise in writing.

35.4

A subsequent version shall not retrospectively alter an existing Contract unless expressly agreed by the Customer or otherwise permitted by Applicable Law.

END OF TERMS

GARDNER DOUGLAS SPORTS CARS LIMITED

Master Terms and Conditions of Sale, Supply, Manufacture and Services

Governing law: England and Wales