

GARDNER DOUGLAS SPORTS CARS LIMITED
MASTER TERMS AND CONDITIONS OF SALE, SUPPLY, MANUFACTURE
AND SERVICES

Jurisdiction: England and Wales

Important: These Terms govern all quotations, orders, invoices and contracts for the sale of Goods and the supply of Services by GD unless GD expressly agrees otherwise in writing. If there is any inconsistency, the following order of precedence applies: (1) the signed Order Form or Build Specification; (2) any written variation issued by GD; and (3) these Terms.

1. DEFINITIONS

“**GD**” means Gardner Douglas Sports Cars Limited.

“**Customer**” means any person or entity that buys Goods or Services.

“**Consumer**” means an individual acting outside their trade, business or profession.

“**Business Customer**” means a Customer acting in the course of trade, business, craft or profession.

“**Goods**” means all vehicles, kits, chassis, components, fabricated parts, assemblies and related items supplied by GD.

“**Vehicle**” means any kit, rolling chassis, partially built vehicle or completed vehicle supplied by GD.

“**Services**” means fabrication, engineering, assembly, paint, trim, machining and advisory services.

“**Bespoke Goods**” means any Goods made, modified or sourced to the Customer’s specification.

“**Proprietary Materials**” means all GD intellectual property, including designs, CAD, tooling, moulds, processes and know-how.

“**Contract**” means the agreement between GD and the Customer.

2. ORDER OF PRECEDENCE

2.1 A Contract is formed only when GD accepts the Customer’s order in writing.

2.2 If there is any inconsistency, the following order of precedence applies: (a) the signed Order Form or Build Specification; (b) written confirmations issued by GD; and (c) these Terms and Conditions.

2.3 No other terms apply unless GD expressly agrees to them in writing.

3. BASIS OF CONTRACT

3.1 Quotations are invitations to treat and are not binding offers.

3.2 Images, illustrations and marketing materials are for guidance only.

3.3 GD may change specifications where reasonably necessary for technical, safety or supply reasons.

4. CONSUMER RIGHTS

4.1 Nothing in these Terms limits or excludes any rights a Consumer has under the Consumer Rights Act 2015.

4.2 These Terms must be read and applied in a way that is consistent with mandatory consumer protection law.

5. PRICES AND PAYMENT

5.1 Prices exclude VAT, delivery charges, taxes and registration fees unless stated otherwise.

5.2 Payment must be made in accordance with the agreed payment schedule, and time for payment is of the essence.

5.3 Deposits are non-refundable once GD has committed labour, procurement or fabrication resources to the order.

5.4 GD may suspend work if payment is overdue.

5.5 Overdue sums will bear interest at 4% above the Bank of England base rate.

6. BESPOKE GOODS AND CANCELLATION

6.1 Goods are generally bespoke and made to order.

6.2 Once production has begun, costs are usually not recoverable.

6.3 Any cancellation requires GD's prior written consent.

6.4 If GD agrees to a cancellation, it may charge all reasonable costs incurred, including labour, materials, supplier charges, administration, storage and, where permitted by law, loss of profit.

6.5 Bespoke Goods may not be returned except where required by law.

7. SELF-BUILD / KIT CUSTOMERS

7.1 The Customer is solely responsible for the assembly, compliance, use and safety of any self-build or kit product.

7.2 Unless expressly agreed otherwise in writing, GD supplies components only and does not certify the completed build or its outcome.

7.3 GD is not liable for incorrect assembly, unauthorised modification or the use of third-party parts.

8. HAND-BUILT VEHICLE VARIATIONS

8.1 Vehicles are low-volume, hand-built products.

8.2 Minor variations in finish, alignment, texture, paint, weave and other cosmetic features are inherent in this type of product.

8.3 Reasonable variations of this kind do not amount to defects.

9. BUSINESS CUSTOMERS

9.1 To the fullest extent permitted by law, all implied terms are excluded in relation to Business Customers.

9.2 Each Business Customer confirms that it has the technical competence needed to assess, assemble and use the Goods or Services it purchases.

10. DELIVERY, RISK AND STORAGE

10.1 Delivery dates are estimates only and are not guaranteed.

10.2 Risk passes to the Customer on delivery or collection, whichever occurs first.

10.3 GD may charge storage fees for any Goods not collected within 7 days.

10.4 Where permitted by law, GD may sell uncollected Goods after giving notice.

11. TITLE

11.1 Title to the Goods remains with GD until GD has received full payment in cleared funds.

12. MOTORSPORT USE

12.1 Motorsport use involves inherent risks.

12.2 Any such use is entirely at the Customer's own risk.

12.3 Unless GD agrees otherwise in writing, motorsport use may void any warranty.

13. WARRANTY

13.1 Unless stated otherwise in writing, GD provides a 12-month warranty for workmanship.

13.2 This warranty does not cover fair wear and tear, misuse, modification, competition use or third-party parts.

14. THIRD PARTY COMPONENTS

14.1 Any third-party components are supplied subject only to any applicable manufacturer's warranty.

15. LIABILITY

15.1 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence.

15.2 Subject to clause 15.1, GD is not liable for any indirect or consequential loss.

15.3 Subject to clause 15.1 and to the fullest extent permitted by law, GD's total liability under or in connection with the Contract is limited to the sums paid under it.

16. INTELLECTUAL PROPERTY, USE RESTRICTIONS AND REPURCHASE

- 16.1 GD retains all intellectual property rights in its designs, CAD, tooling, moulds, processes and know-how.
- 16.2 No intellectual property rights are transferred to the Customer, except for a limited licence to use the Goods for their intended purpose once full payment has been made.
- 16.3 The Customer must not copy, reverse engineer, reproduce or create derivative works from GD's designs or Proprietary Materials.
- 16.4 Proprietary parts may be used only on authorised GD vehicle applications.
- 16.5 GD may repurchase unused or surplus bespoke components at a reasonable valuation.
- 16.6 A breach of this clause entitles GD to seek injunctive relief, damages, termination and delivery up of any infringing materials.
- 16.7 This clause survives termination of the Contract.

17. CONFIDENTIALITY AND TECHNICAL PROTECTION

- 17.1 The Customer must keep all non-public technical, commercial and design information strictly confidential.
- 17.2 Confidential Information includes CAD files, drawings, specifications, processes, pricing, supplier data and know-how.
- 17.3 The Customer must not disclose, reproduce or use Confidential Information except as necessary to perform the Contract.
- 17.4 This obligation also applies to the Customer's employees, agents and contractors.
- 17.5 On request or on termination of the Contract, all Confidential Information must be returned or destroyed.
- 17.6 A breach of this clause may cause irreparable harm and entitles GD to seek injunctive relief and damages.
- 17.7 This clause survives termination of the Contract.

18. INDEMNITY

- 18.1 Each Business Customer shall indemnify GD against claims arising from misuse, modification or third-party integration of the Goods.

19. FORCE MAJEURE

19.1 GD is not liable for any delay or failure caused by events beyond its reasonable control.

20. TERMINATION

20.1 GD may terminate the Contract for material breach, non-payment or insolvency.

21. ACCEPTANCE OF GOODS / VEHICLE HANDOVER

21.1 The Customer must inspect the Goods on delivery or collection.

21.2 Unless the Customer gives written notice of any issue within a reasonable time, the Goods will be treated as accepted.

21.3 For Vehicles, acceptance includes sign-off at handover or collection.

22. ASSIGNMENT

22.1 The Customer may not assign or transfer any rights or obligations under the Contract without GD's prior written consent.

23. DATA PROTECTION

23.1 GD processes personal data in accordance with applicable UK data protection law, including the UK GDPR.

24. MEDIA RIGHTS

24.1 Unless the Customer objects in writing before completion, GD may use images of the Vehicle for marketing and promotional purposes.

25. ELECTRONIC COMMUNICATIONS

25.1 Electronic communications may be used for contractual purposes and are legally binding.

26. SEVERABILITY

26.1 If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

27. GOVERNING LAW

27.1 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.

28. ENTIRE AGREEMENT

28.1 The Contract constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and communications relating to its subject matter.