

TECH 9 MOTORSPORT LIMITED
Terms & Conditions of Trading - Goods and/or Services

1 Interpretation

1.1 In these Conditions unless the context otherwise requires the following words will have the following meanings:

"Company": Tech 9 Motorsport Limited (reg no 04196320) whose registered office is at Hale Garage, Hale Road, Hale, Liverpool Merseyside L24 5RB;
"Conditions": these conditions including any special conditions agreed in writing;
"Contract": the contract between the Customer and the Company governed by the Order Form and these Conditions;
"Customer": the person(s) or company named on the Order Form;
"Goods": the goods (including any instalment or any parts for them) detailed on the Order Form;
"Order Form": the Company's standard form on which the order is recorded;
"Services": the Services detailed on the Order Form;
"Vehicle": the vehicle for which the Goods are supplied and/or on which the Services are undertaken.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Contract

2.1 The Company shall sell and the Customer shall buy the Goods/Services in accordance with the completed Order Form signed by the parties, subject to these Conditions, which shall govern the Contract to the exclusion of any other conditions subject to which any quotation is purported to be accepted, or any order purported to be made, by the Customer.

2.2 No variation to these Conditions shall be binding unless agreed in writing by a director of the Company.

2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods/Services and, in entering into the Contract, the Customer acknowledges that it does not rely on (and follows at its own risk) any such representations which have not been confirmed in writing by a director of the Company.

2.4 Any typographical, clerical or other error or omission in any literature, quotation, price list, Order Form, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. Orders and specifications

3.1 No order submitted by the Customer is deemed to be accepted by the Company until the Order Form has been signed by a director of the Company.

3.2 The Customer is responsible for ensuring the accuracy of details on the Order Form (including any applicable specification), and for providing any relevant information relating to the Goods, Services and/or Vehicle necessary for the Company to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods/Services shall be as detailed on the Order Form.

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses incurred by the Company in connection with any claim for infringement of any intellectual property rights of any other person which results from the Company's use of the Customer's specification.

3.5 The Company reserves the right to make any changes in the specification of the Goods required to conform to any applicable statutory or EC requirements.

3.6 In submitting an order the Customer accepts that performance of the Contract will begin immediately and that it is therefore forfeiting its rights to cancel the Contract under the Consumer Protection (Distance Selling) Regulations 2000. No order which has been accepted by the Company may be cancelled by the Customer except with the written agreement of a director of the Company.

4. Price of the goods

4.1 The price of the Goods/Services shall be as set out on the Order Form or, where additional works are agreed between the parties, in any subsequent written quotations given by

the Company. All prices quoted are valid for 30 days, or until earlier acceptance by the Customer, after which time they may be altered without prior notice to the Customer.

4.2 The Company's employees or agents are not authorised to grant any discount in excess of 20% and the Company shall not be bound by any discount in excess of this which has not been confirmed in writing by a director of the Company.

4.3 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company.

4.4 The Customer shall be liable to pay any VAT due on the Goods/Services and, where the Company agrees to deliver the Goods/Vehicle otherwise than at the Company's premises, the Customer shall also be liable to pay the Company's charges for transport, packaging and insurance.

5. Terms of payment

5.1 Subject to any special terms agreed in writing between the Customer and the Company the price of the Goods/Services shall be payable as follows:

5.1.1 Services -on collection of the Vehicle;

5.1.2 Goods -on submission of the order; and

5.1.3 Goods+Services-a non-refundable deposit of 30% of the cost of the Goods is payable on submission of order with the balance of the price for Goods/Services payable on collection of the Vehicle.

5.2 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel or suspend the Contract and/or appropriate any payment made by the Customer to such of the Goods/Services (or goods supplied under any other contract) as the Company may think fit (notwithstanding any purported appropriation by the Customer).

5.3 Interest will be charged on all overdue accounts at the rate of 4% p/a above the base rate from time to time in force of NatWest Bank plc., calculated on a daily basis from the date payment was due (after as well as before judgement) and compounded monthly.

6. Delivery

6.1 Delivery of the Goods shall be made by the Customer collecting the Goods or Vehicle at the Company's premises at any time after the Company has notified the Customer that they are ready for collection or, if some other place for delivery is agreed, by the Company delivering to that place (Delivery Point).

6.2 Time for delivery shall not be of the essence of the Contract, any dates quoted for delivery are approximate only and the Company shall not be liable for any delay in delivery however caused. The Goods/Vehicle may be delivered by the Company in advance of any quoted delivery date upon giving reasonable notice to the Customer.

6.3 The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading/unloading the Goods.

6.4 Where the Company has replaced parts of a Vehicle any parts removed which the Customer wishes to retain must be collected within 7 days of delivery of the Goods/Vehicle, failing which, the Company may dispose of such parts in its sole discretion.

6.5 Where delivery of the Goods is in bulk, the Company reserves the right to deliver up to 10% more or less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.

6.6 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.7 If the Company fails to deliver the Goods/Services and is liable to the Customer, its liability shall be limited to the excess of the cost to the Customer (in the cheapest available market) of similar goods/services to replace those not delivered over the price of the Goods/Services.

6.8 If the Customer fails to take delivery of the Goods/Vehicle or fails to give the Company adequate delivery instructions then, without prejudice to any other right or remedy available to the Company, the Company may store the Goods/Vehicle until actual delivery and charge the Customer for the

reasonable costs (including insurance) of storage or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

7. Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Customer:

7.1.1 in the case of Goods to be delivered at the Company's premises, at the time the Company notifies the Customer the Goods are available for collection; or

7.1.2 in the case of Goods delivered otherwise than under 7.1.1, at the time of delivery to the courier for onward transmission to the Customer.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods/Services for which payment is then due and the Company shall be entitled to recover payment for the Goods notwithstanding that ownership has not passed from the Company.

7.3 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

7.4 The Customer's right to possession of the Goods shall terminate immediately if:

7.4.1 the Customer takes the benefit of any provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors, enters into liquidation (voluntary or compulsory), or has a receiver/manager/administrator/administrative receiver appointed over any part of its undertaking, or any proceedings are commenced relating to its insolvency or possible insolvency; or

7.4.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract with the Company, or is unable to pay its debts or ceases to trade; or

7.4.3 the Customer encumbers or in any way charges any of the Goods.

7.5 Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

7.6 On termination of the Contract, howsoever caused, the Company's rights contained in this condition 7 shall remain in effect.

8. Warranties and liability

8.1 Subject to the conditions set out below the Company warrants that it will carry out the Services with all due skill and care and in accordance with the Contract PROVIDED ALWAYS that the Company shall not be liable:

8.1.1 in respect of any defect arising from any instructions given by the Customer;

8.1.2 in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Vehicle without the Company's approval;

8.1.3 under the above or any other warranty, condition or guarantee if the total price for the Goods has not been paid by the due date for payment;

8.2 The Customer acknowledges that the Goods are not manufactured by the Company and that the Company cannot

therefore give any warranty in respect of the Goods but the Customer shall be entitled to the benefit of any warranty or guarantee given by the manufacturer.

8.3 In view of the nature of the sport the Company cannot warrant the use of the Vehicle for racing or for track events and the Customer acknowledges that the use of the Vehicle for such purposes is entirely at its own risk.

8.4 Subject as expressly provided in these Conditions, and except where the Goods are sold and/or the Services provided to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.5 Where the Goods are sold and/or Services provided under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

8.6 Any claim by the Customer in relation to the Goods/Services shall be notified to the Company within 7 days from the date of delivery (whether or not delivery is refused by the Customer) or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the Customer does not notify the Company the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods/Services had been delivered in accordance with the Contract.

8.7 Where any valid claim in respect of the Services based on the failure to meet specification in accordance with the Contract is notified to the Company in accordance with these Conditions, the Company shall be entitled to carry out further services free of charge or, at the Company's sole discretion, refund to the Customer the price of the Services (or a proportionate part of the price), but the Company shall have no further liability to the Customer.

8.8 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer and/or the provision of the Services, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods and/or Services, except as expressly provided in these Conditions.

8.9 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods and/or Services, if the delay or failure was due to any cause beyond the Company's reasonable control.

9. General

9.1 Any notice to be given under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may have been notified pursuant to this provision.

9.2 No waiver of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

9.4 The Contract shall be governed by the laws of England, and the parties submit to the non-exclusive jurisdiction of the English courts