

570S GT4

Order Form



Customer Details

Name

House/Flat No.

Street/Road

City

Country

Postcode/Zip

Phone

Email

Invoice to

Name

House/Flat No.

Street/Road

City

Country

Postcode/Zip

Phone

Email

Customer Signature

Date

Approved Motorsport Retailer

Date

This document is subject to the terms and conditions. Sign this only if you wish to be legally bound by such terms and conditions.

570S GT4 Options

Option packs

Carbon Fibre Exterior Pack

includes door mirror casings and side intakes in carbon fibre

Sprint Carbon Fibre Exterior Pack

includes side skirts, diffuser, door mirror casings and side intakes

VBox Telemetry & Cameras

includes HD VBox telemetry system, onboard cameras, VBox and circuit tools software

Sprint Power Upgrade

non-homologated

Running Kit 1

GT4 track day

Running Kit 2

GT4 full set up

Interior

FIA-approved passenger flat-back race seat with 6-point race harnesses and foot rest

Removable steering wheel

Exterior

McLaren Orange

Silica White

Storm Grey

Special paint

Elite paint

MSO Defined exterior paint colour

Carbon fibre door mirror casings

Carbon fibre side intakes

Carbon fibre side skirts

Carbon fibre diffuser

MSO Defined dark palladium roof

MSO Defined carbon fibre roof

Tailor made car cover

Car cover piping colour

White

Grey

Orange

Terms and Conditions of sale McLaren 570S GT4

1. Interpretation

1.1 In these Terms and Conditions:

“Act” means the Contract (Rights of Third Parties) Act 1999;

“Associated Companies” means in relation to either Party, a subsidiary, a holding company or a subsidiary of any such holding company and, in respect of McLaren, also includes McLaren Technology Group Limited and its subsidiaries or holding companies (in each case as these terms are defined in section 1159 of the Companies Act 2006 as amended from time to time);

“Authorised Representative” means a commercial manager or director of McLaren or the Customer (as the case may be);

“Business Day” means any day (other than a Saturday or a Sunday) on which banks are open in the City of London for the transaction of normal banking business;

“Customer” means the person named on the Order issued by McLaren;

“Claims” means all claims whether known or unknown to the Parties, whether contemplated or not, and whether or not presently known to the law;

“Contract” means these Terms and Conditions and the Order (including, but not limited to, the Specification);

“Delivery” shall mean delivery of the Vehicle Ex Works (Incoterms 2010) to McLaren’s premises in accordance with Clause 6.1, unless otherwise agreed in writing in accordance with Clause 6.1;

“Employees” mean employees, officers and contractors;

“Incoterms” means the international commercial terms published by the International Chamber of Commerce;

“Intellectual Property Rights” means any intellectual property rights including (without limitation) copyright, design rights, know-how, patents, trademarks, domain names, social networking pages or trade secrets, wherever in the world, enforceable and whether registered or not or registerable or not, including applications to register and all rights to apply for the same;

“McLaren” means McLaren Automotive Limited, a company incorporated in England and Wales (registered company number: 1967717), whose registered office address is at McLaren Technology Centre, Chertsey Road, Woking, Surrey GU21 4YH;

“Order” means the invoice(s) which identify/ies, amongst other things, the Customer, McLaren, the Vehicle, the Specification, the Price and any Special Terms;

“Parties” means McLaren and the Customer, and **“Party”** shall mean any one of them;

“Price” means the price to be paid by the Customer to McLaren for the Vehicle as specified in the Order (including any Reservation Fees), as may be increased in accordance with these Terms and Conditions;

“Reservation Fees” means the non-refundable reservation fees (if any) paid to McLaren in accordance with the reservation fee agreement entered into by McLaren and the Customer;

“Specification” means the specification for and description of the Vehicle as listed on the Order;

“Special Terms” means the terms listed on the Order which apply in addition to these Terms and Conditions. In the event of any conflict or inconsistency between these Terms and Conditions and the Special Terms, these Terms and Conditions shall prevail;

“Terms and Conditions” means McLaren’s standard terms and conditions of sale set out in this document, which govern the sale and purchase of the Vehicle;

“Vehicle” means the McLaren 570S GT4 vehicle as stated in the Order; and

“writing” includes emails, facsimile transmissions and comparable means of communication.

- 1.1 Any reference in these Terms and Conditions to any provision of a statute or statutory instrument shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
2. **Basis for Sale**
 - 2.1 McLaren shall sell and the Customer shall purchase the Vehicle in accordance with the Terms and Conditions and any Special Terms. By receiving an Order for the Vehicle, the Customer shall be deemed to have accepted these Terms and Conditions, which shall govern the supply by McLaren to the Customer of the Vehicle to the exclusion of any other terms and conditions.
 - 2.2 No variation to these Terms and Conditions shall be binding unless agreed in writing in advance by McLaren’s Authorised Representative and the Customer.
 - 2.3 McLaren’s Employees or agents are not authorised to make any representations concerning the Vehicle unless confirmed by McLaren’s Authorised Representative in writing. In agreeing to these Terms and Conditions and any Special Terms, the Customer acknowledges that it does not rely on, and waives any Claim for breach of, any such representation which is not so confirmed.
 - 2.4 McLaren shall not be liable for any advice given by McLaren or its Employees or agents to the Customer or its Employees or agents as to the application, use or otherwise of the Vehicle, unless such advice is confirmed in writing by or on behalf of McLaren’s Authorised Representative.

2.5. Nothing in this Clause 2 shall exclude any liability of McLaren for representations made fraudulently or any misrepresentations as to a fundamental matter made by McLaren or the Customer.

3. Formation of Contract and Specification

3.1. The quantity and description of the Vehicle shall be as set out, or referred to, in the Order issued by McLaren. The Customer is responsible for ensuring the accuracy of the terms of the Order.

3.2. The Contract for the supply of the Vehicle shall be formed only when the Customer's order is confirmed in writing by McLaren sending to the Customer the Order.

3.3. The descriptions and illustrations contained in McLaren's catalogues, price lists, websites and other leaflets or descriptive matter produced by McLaren or on McLaren's behalf are not binding on McLaren and are given by way of identification only. In entering into the Contract, the Customer agrees that it has not relied on, and waives any Claim for breach of any representations that may arise from, such documentation.

3.4. McLaren reserves the right to make any changes to the Specification.

3.5. No Customer's order which has been accepted by McLaren pursuant to Clause 3.2 may be cancelled by the Customer, except with the agreement in writing of the McLaren's Authorised Representative and on terms that the Customer shall indemnify McLaren in full against all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by McLaren as a result of such cancellation. The Reservation Fees shall be retained by McLaren in the event of cancellation at any point of an Order by the Customer pursuant to this Clause 3.5.

3.6. Any typographical, clerical or other error or omission in any documentation issued by McLaren may be corrected by McLaren without liability on the part of McLaren.

3.7. The Customer may not assign the Order (or any part thereof) to any other person.

4. Price

4.1. The Price of the Vehicle shall be specified on the Order and the Customer shall pay the Price in the currency specified on the Order.

4.2. McLaren reserves the right, by giving notice to the Customer at any time before Delivery, to increase the Price to reflect any increase in the cost to McLaren which is due to any factor beyond the control of McLaren including (without limitation) alterations in taxation, duties, currency fluctuations, freight, shipping, any change of delivery dates, quantities or specifications of the Vehicle which are requested by the Customer, or any delay caused by any instructions of the Customer, or failure of the Customer to give McLaren adequate information or instructions.

4.3. Unless otherwise specified on the Order or otherwise agreed in writing by McLaren's Authorised Representative, the Price is Ex-Works [EXW] [Incoterms 2010] of McLaren's premises.

4.4. The Price is exclusive of value added tax, withholding tax and all other taxes and duties whenever incurred (apart from corporation taxes referable to income or capital gains of McLaren), which shall be payable by the Customer, whether or not known or identified by a Party before or after the Contract.

4.5. The Customer shall be responsible for all international and domestic duties, taxes and shipping, with no deduction for any service or any other charges or fees by any bank or any other entity, whether or not known or identified by a Party before or after the Contract.

4.6. In the event that value added tax is not charged on the Price and the Customer fails to fulfil its obligations under Clause 6.3 to export the Vehicle from the United Kingdom within the applicable time limit and to provide McLaren, within two (2) months of the date of the last invoice for, or final payment of, the Price (whichever is the sooner), documentation evidencing the export status of the Vehicle, the Customer shall immediately pay value added tax on the Price.

4.7. The Customer shall indemnify McLaren against all actions, expenses, claims, fines, liabilities, costs and demands incurred by McLaren arising out of any failure by the Customer to pay in full any sums arising pursuant to this Clause 4.

5. Payment

5.1. McLaren shall be entitled to invoice the Customer for the Price or part thereof at any time. The Customer shall pay the Price in accordance with the Contract notwithstanding that Delivery shall not have taken place and title to the Vehicle shall not have passed to the Customer. The Customer shall not be entitled to make any deduction from such payment or any other fees owed to McLaren (such as deposits and costs incurred by the Customer for any necessary licenses where the same have been obtained on the Customer's behalf by McLaren) nor shall Customer exercise any right of set-off or contribution howsoever arising. The time of payment of the Price shall be of the essence.

5.2. If the Customer fails to make any payment on the due date, without prejudice to any other right or remedy available to McLaren, McLaren shall (at its option) be entitled to:

5.2.1. treat the Contract between McLaren and the Customer as repudiated by the Customer and suspend Delivery of the Vehicle to the Customer and, if applicable, claim damages from the Customer and charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of eight (8) per cent per annum above the Bank of England's base rate from time to time, until payment in full is made; or

5.2.2. affirm the contract, claim damages from the Customer and charge the Customer interest (in accordance with Clause 5.2.1).

5.3. Where:

5.3.1. the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order, (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or passes a resolution for its voluntary winding up or has a petition for its compulsory winding up presented against it;

5.3.2. an encumbrancer takes possession of, or a receiver or administrative receiver is appointed to, any of the property assets of the Customer;

- 5.3.3.** the Customer ceases, or threatens to cease, to carry on business; or
- 5.3.4.** McLaren reasonably apprehends that any of the events mentioned in this Clause 5.3 are about to occur in relation to the Customer or any other matter which in the opinion of McLaren may prejudice its rights against the Customer, (without prejudice to any other right or remedy available to McLaren) McLaren shall be entitled to cancel the Contract or suspend Delivery of the Vehicle without any liability to the Customer.

5.4. McLaren shall be entitled to cancel the Contract at any time, in which case McLaren's liability shall be limited to a refund of the Reservation Fees to the Customer.

6. Delivery

6.1. Subject to the Price having been paid in full in accordance with Clause 5.1, Delivery of the Vehicle shall be at McLaren's premises seven (7) days after McLaren has notified the Customer that the Vehicle is ready for collection, unless otherwise agreed by McLaren in writing.

6.2. Any dates quoted for Delivery of the Vehicle are approximate only. McLaren shall use its reasonable endeavours to deliver on the quoted dates but shall not be liable for any loss, cost, damages, charges or expenses caused, directly or indirectly, by delay in Delivery of the Vehicle.

6.3. The Customer shall, at the Customer's own expense, be responsible for exportation of the Vehicle from the United Kingdom within all applicable time limits and shall promptly provide to McLaren within two (2) months of the date of the last invoice for, or final payment of, the Price (whichever is the sooner) such documentation as McLaren may require to evidence the export status of the Vehicle. The Customer shall indemnify McLaren against all actions, expenses, claims, fines, liabilities, costs and demands incurred by McLaren arising out of any failure by the Customer to comply with its obligations pursuant to this Clause 6.3.

6.4. If the Customer fails to take Delivery of the Vehicle within seven (7) days of the delivery date notified to it by McLaren or fails to give McLaren adequate delivery instructions at the time stated for Delivery (otherwise than by reason of any event of force majeure or by reason of McLaren's fault), without prejudice to any other right or remedy available to McLaren, McLaren may (at its option):

6.4.1. store, at the Customer's risk and cost, the Vehicle until actual Delivery and charge the Customer for the reasonable costs (including handling and insurance) of storage; or

6.4.2. sell the Vehicle at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) and (i) where the Price and all other sums owed have been paid in full by the Customer and McLaren has received such sums owing, account to the Customer for any excess over the Price under these Terms and Conditions or (ii) charge the Customer for any shortfall below the Price under these Terms and Conditions.

6.5. Unless McLaren has agreed otherwise in writing, the Customer must provide, at the Customer's own expense, adequate and appropriate equipment and manual labour for loading/unloading the Vehicle.

7. Risk and Title

7.1. The risk of loss and damage to the Vehicle shall pass to the Customer immediately upon Delivery.

7.2. Title to the Vehicle shall not pass to the Customer until such time as either (i) Delivery has taken place in accordance with Clause 6 or (ii) McLaren shall have written to the Customer notifying the Customer that the title in the Vehicle has passed to the Customer.

7.3. McLaren shall be entitled to recover payment for the Vehicle notwithstanding that title to the Vehicle has not passed from McLaren.

8. Use of the Vehicle

The Vehicle shall not be used for road purposes/use.

9. Data protection

9.1. In the course of the supply of the Vehicle, McLaren may collect certain personal information about the Customer including personal details, financial details and information about the Customer's health. McLaren will use this information for purposes including communicating with the Customer regarding future invitations, news and information regarding McLaren's current and future product range and services, which McLaren thinks may be of interest to the Customer.

9.2. McLaren will limit access to the processing of and use of the Customer's personal information to its Employees who may, from time to time, require its use for marketing or other services. In addition, from time to time, McLaren may need to make the Customer's personal information available to third parties such as legal authorities, its Associated Companies, selected business partners (including McLaren's authorised dealers and authorised repairer in the Customer's local region or country who may contact the Customer regarding goods and services which may be of interest to the Customer) and professional advisors. McLaren may also request that the Customer participates in one or more customer satisfaction surveys and may pass the Customer's details to a selected third party to administer such customer survey on McLaren's behalf. McLaren agrees to respect the Customer's privacy and the Customer's personal data will be used in accordance with McLaren's privacy policy, a copy of which is available upon request or on McLaren's website <http://cars.mclaren.com/home.html>.

9.3. By entering into the Contract, the Customer acknowledges that it has read and understands the provisions of this Clause 9 and that the Customer agrees that McLaren may collect, use, process and disclose the Customer's personal information as described.

9.4. The Customer should contact McLaren if it has any questions or concerns about how McLaren will use and store the Customer's personal information or if the Customer wishes to exercise its right to access, modify, object to the use of or request the deletion of its personal information. If at any time the Customer no longer wishes to receive such communications from McLaren, the Customer should contact McLaren in writing at Client Services, McLaren Automotive Limited, McLaren Technology Centre, Chertsey Road, Woking, Surrey GU21 4YH.

10. Intellectual Property Rights and Publicity

- 10.1.** All Intellectual Property Rights in the Vehicle shall belong to McLaren and/or their licensor (as the case may be). The Customer acknowledges and agrees that it shall not acquire or claim any title to any Intellectual Property Rights by virtue of the rights granted to the Customer under these Terms and Conditions nor do or omit to do anything which is likely to prejudice them.
- 10.2.** The Customer shall indemnify and keep indemnified McLaren fully on demand against any and all losses, damages, costs and expenses incurred or awarded against McLaren as a result of a carrying out of any work required to be done to the Vehicle in accordance with the requirements or specification or design request of the Customer (including vehicle liveries) involving an infringement or alleged infringement of any rights of any third party.
- 10.3.** The Customer shall not itself, and shall procure that no third party shall, use McLaren's name, logo or any other of McLaren's Intellectual Property Rights, nor the name, logo or any other Intellectual Property Rights of any of McLaren's authorised partners or sponsors, nor the name or image of any vehicle, building, driver or Employee of McLaren or any of its Associated Companies, unless the prior written consent of McLaren and/or its Associated Companies and/or McLaren's authorised partner or sponsor has been given to the Customer.
- 10.4.** The Customer shall ensure that no adverse comments (oral or written [including statements made on social networking sites such as Twitter and Facebook]) are made about the Vehicle or McLaren or its Associated Companies or their respective sponsors or Employees by the Customer, its Employees, agents, sub-contractors and drivers nor commit any act which may bring any of them into disrepute. Other than as permitted by these Terms and Conditions, the Customer agrees that it shall not enter into any publicity in relation to the existence of this Contract or the consequent connection with McLaren, without the prior written consent of McLaren (such consent to be given at McLaren's sole discretion).
- 10.5.** McLaren and its Associated Companies shall have the unconditional right to use images (still or moving) of the Vehicle in any and all forms of advertising and promotions in all media.

10.6. The Customer undertakes that prior to any sale or transfer of the Vehicle by the Customer to a third party, the Customer shall procure that such third party enters into a direct agreement with McLaren whereby the relevant third party agrees to comply with the obligations in this Clause 10.

11. Exclusion of Warranties

- 11.1.** No representations, warranties, guarantees or other assurances are given by McLaren in respect of the Vehicle and all such warranties, guarantees and other assurances are hereby excluded to the fullest extent permitted by law.
- 11.2.** Given the extreme conditions in which the Vehicle will be used, no representation, warranty, guarantee or other assurance is given by McLaren as to the (i) suitability or fitness for purpose of the Vehicle, or (ii) performance, handling, strength, robustness, resilience, consistency, durability, reliability, safety, suitability, competitiveness, success rate or otherwise of the Vehicle in motor racing, testing, practising, rallying, track days, demonstrations, commercial events or any form of motorsport or high performance driving.
- 11.3.** McLaren provides no warranty or guarantee for goods not manufactured by McLaren and supplied by McLaren or incorporated with the Vehicle.

12. Limitation of Liability

- 12.1.** To the fullest extent permitted by law, the Customer agrees to waive all Claims against McLaren, its Associated Companies and its and their respective Employees, sponsors and suppliers by reason of any loss, damage or injury incurred in any use by the Customer of the Vehicle.
- 12.2.** To the fullest extent permitted by law (and except as expressly provided in these Terms and Conditions), all conditions, warranties, terms and representations expressed or implied by statute, common law or otherwise in relation to the Vehicle are excluded.

12.3. Except as expressly provided in these Terms and Conditions, McLaren shall not be liable to the Customer for any loss, injury or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise), whether direct or indirect, whether resulting from defective material, faulty workmanship or otherwise, howsoever arising, and whether or not caused by the negligence of McLaren or its Associated Companies, or its or their Employees or agents in connection with the Vehicle or otherwise in connection with these Terms and Conditions.

12.4. Subject to Clause 13 (Force Majeure), where any court or arbitrator determines that McLaren is liable to the Customer for whatever reason:

- 12.4.1.** to the fullest extent permitted by law, McLaren's total liability to the Customer in contract, tort (including negligence, save for any liability arising from death or personal injury due to the negligence of McLaren or its Employees which shall be unlimited) or breach of statutory duty, misrepresentation or otherwise, arising in connection with performance or contemplated performance under the Contract will be limited to the Price; and
- 12.4.1.** McLaren shall not be responsible to the Customer for any indirect or consequential losses and/or loss of profit and/or loss of business and/or depletion of goodwill and/or consequential loss suffered by any person and/or costs or expenses which arise out of or in connection with the Contract.
- 12.4.** Nothing in this Clause 12, or otherwise in these Terms and Conditions, shall exclude or in any way limit McLaren's liability to the Customer for: (i) fraud; (ii) death or personal injury caused by McLaren's negligence (including negligence as defined in s.1 Unfair Contract Terms Act 1977), (iii) breach of terms regarding title implied by s.12 Sale of Goods Act 1979 and/or s.2 Supply of Goods and Services Act 1982, or (iv) any liability to the extent the same may not be excluded or limited as a matter of law.

13. Force Majeure

In the event that McLaren is unable to supply the Vehicle to the Customer in accordance with these Terms and Conditions, McLaren shall not be liable to the extent that such failure to supply is due to an event of force majeure, including (but not limited to) war, fire, floods, accidents, civil disturbance, acts of government, governmental regulations, strike, lock-out, labour disputes, transportation difficulties, insurrection, earthquake, riot, or depletion of stocks of raw materials.

14. General

- 14.1.** Failure by McLaren to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- 14.2.** Each Party agrees and undertakes that it will keep confidential, not use for its own purposes nor, without the prior written consent of the other Party, disclose to any third party, all information of a confidential nature (including trade secrets and information of commercial value) which may become known to such Party from the other unless such information is public knowledge (other than by breach of this Clause 14.2) or is required to be disclosed by a court of competent jurisdiction.
- 14.3.** If any provision or part of these Terms and Conditions shall be, or be found by any court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these Terms and Conditions, all of which shall remain in full force and effect.
- 14.3.** Any notice hereunder shall be deemed to have been duly given if in writing and delivered by hand or by courier or sent by prepaid first class registered post to the Party concerned at its address as specified below (for McLaren) or in the Order (for the Customer) or principal place of business or by facsimile. Any notice shall be treated as having been served on delivery if delivered by hand, two (2) Business Days after despatch if sent by courier, on confirmation of transmission if sent by facsimile on a Business Day or on the next Business Day following receipt of transmission if sent on a day other than a Business Day and four (4) Business Days after posting if sent by pre-paid registered mail.

McLaren:

McLaren Automotive Limited, McLaren Technology Centre,
Chertsey Road, Woking, Surrey GU21 4YH
For the Attention of:
Executive Director – Commercial & Legal

Customer:

As set out in the Order
For the Attention of: As set out in the Order

- 14.5.** An Associated Company of McLaren may enforce any provision of these Terms and Conditions subject to and in accordance with the provisions of the Act. Except as provided in this Clause 14.5, a person who is not a party to these Terms and Conditions has no rights under the Act to enforce any provision of these Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- 14.6.** In the event of the existence of any ambiguity in the construction of these Terms and Conditions, the fact that these Terms and Conditions have been drafted by McLaren shall not operate so as to construe such ambiguity against McLaren.
- 14.7.** These Terms and Conditions and the documents referred to herein contain all the terms agreed between the Parties regarding its subject matters and supersede any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to the Contract. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into these Terms and Conditions unless such untrue statement was made fraudulently, and that Party's only remedies shall be for breach of contract as provided in these Terms and Conditions.
- 14.8.** These Terms and Conditions shall be governed by and construed in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts, provided that McLaren may sue the Customer in the courts of any country, such proviso being for the sole benefit of McLaren.