

KWMotorsports TERMS & CONDITIONS

CONDITIONS OF SUPPLY FOR DESIGN, MANUFACTURE and ASSEMBLY PROJECTS

1. Interpretation

1.1 In these Conditions:

CONTRACT means the contract for the provision of the Specified Service

DOCUMENT includes any device embodying visual images and or other data

INPUT MATERIAL means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service

OUTPUT MATERIAL means any goods Documents or other materials, and any data or other information provided by KWM relating to the Specified Service

SPECIFICATION SHEET means the proposal, quotation or document incorporating or attached to these Conditions

SPECIFIED SERVICE means the service to be provided by KWM as referred to in the Specification Sheet

KWM'S STANDARD CHARGES means the charges relating to the Specified Service from time to time

1.2 Headings in these Conditions are for convenience only and will not affect their interpretation.

2. Supply of the Specified Service

2.1 KWM will provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by KWM and the Client.

2.2 The Client will at its own expense supply KWM with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable KWM to provide the Specified Service in accordance with the Contract. The Client will ensure the accuracy of all Input Material.

2.3 The Client must at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. KWM will have no liability for any such loss or damage, however caused. Any Document constituting Output Material will be in the form determined by KWM, unless the Specification Sheet stipulates otherwise. All Output Material will be at the sole risk of the Client from the time of delivery to or to the order of the Client.

2.4 KWM may at any time (without notifying the Client) make changes to the Specified Service either to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

3. Charges

3.1 Subject to any special terms agreed, the Client will pay KWM's Standard Charges and any additional sums, which, in KWM's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client or his suppliers.

3.2 KWM's Standard Charges may be varied from time to time by not less than one month's written notice to the Client.

3.3 Value Added Tax will be due in addition on all charges quoted. KWM may invoice the Client monthly, or at other times agreed with the Client. Invoices are payable within 30 days without set-off or other deduction. Overdue amounts will incur interest until payment at the rate of 2 % above the National Westminster Bank base rate from time to time.

4. Risk and property

4.1 Risk of damage to or loss of Output Material will pass to the Client when KWM tenders delivery, except in the case of goods to be delivered at KWM's premises when it will pass at the time KWM notifies the Client that the Output Material is available for collection.

4.2 Notwithstanding delivery and the passing of risk, or any other provision of these Conditions, the property in the Output Material will not pass to the Client until the KWM has received payment in full for the Output Material and any other goods or services then due.

5. Rights in Input Material and Output Material

5.1 The copyright, design right and all other intellectual property rights in

5.1.1 any Input Material will belong to the Client

5.1.2 any Output Material will, unless otherwise agreed in writing between the Client and KWM, belong to KWM, but shall be transferred to the Client upon payment in full of all monies due to KWM.

5.2 Any Input Material or other information provided by the Client, which is so designated by the Client, and any Output Material will be kept confidential by KWM. All Output Material or other information provided by KWM, which is so designated by KWM, will be kept confidential by the Client. This will not apply to any Documents or other materials, data or other information (1) where disclosure is required by law or (2) which are public knowledge at the time when they are so provided by either party, and will cease to apply if at any future time they become public knowledge through no fault of the other party.

5.3 The Client warrants that any Input Material and its use by KWM for providing the Specified Service will not infringe the copyright or other rights of any third party. The Client will indemnify KWM against any loss, damages, costs, expenses or other claims arising from any such infringement.

6. Warranties and Liability

6.1 KWM warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Specification Sheet. Where KWM supplies Output Material supplied by a third party, KWM does not give any warranty, guarantee or other term as to its quality, fitness for purpose or otherwise, but will, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the Output Material to KWM.

6.2 KWM will have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non?]- arrival, or any other fault of the Client.

6.3 Except in respect of death or personal injury caused by KWM's negligence, or as expressly provided in these Conditions; -

6.3.1 KWM will not be liable to the Client by reason of any representation or any express or implied term, or any duty at common law for any loss of profit, or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of KWM, its employees, agents or otherwise) which arise out of or in connection with the provision of the Specified Service or its use by the Client, and

6.3.2 KWM's entire liability in connection with the Contract will not exceed the amount of its charges for the provision of the Specified Service.

6.4 KWM will not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of KWM's obligations in relation to the Specified Service, if the delay or failure is due to any cause beyond KWM's reasonable control. Such causes include (but are not in any way be limited to) trade disputes, power failure or breakdown of machinery and difficulties in obtaining raw materials, labour, parts, fuel or machinery.

7. Termination

7.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation or bankruptcy, or makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

8. General

8.1 These Conditions together with the Specification Sheet constitute the entire agreement between the parties; supersede any previous agreement or understanding. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

8.2 Any notice required or permitted to be given by either party to the other under these Conditions will be in writing addressed to the other party at its registered office or

principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

8.3 No failure or delay by either party in exercising any of its rights under the Contract will be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other will be considered as a waiver of any subsequent breach of the same or any other provision.

8.4 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 will not be affected.

8.5 If any dispute arises under or in connection with these Conditions or the provision of the Specified Service, the parties will attempt to resolve it in good faith, initially by direct negotiations and thereafter by mediation, before resorting to any other resolution procedure.

8.6 English law will apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts

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