### 1 DEFINITIONS AND INTERPRETATION

- 1.1 In these Conditions, the following definitions apply:
  1.1.1 "Acceptance" the acceptance of the Order by any of the following means: a) In writing whether by the return of a signed duplicate copy of the Order or by any other means;
  or b) By dispatch or delivery of the Items by the Seller to the Customer.
  1.1.2 "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
  1.1.3 "Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with clause 10.6.
  1.1.4 "Delivery date" the estimated date specified by the Customer in the Order when the Items are to be delivered see clause 3
  1.1.5 "Contract" the contract for the supply and delivery of the Items by REVERIE LIMITED to the Customer in accordance with the terms of the Order and the Supplier Contract which arises on Acceptance in accordance with these Conditions;
  1.1.6 "Customer" means the person or firm who purchases the Products / Services from REVERIE LIMITED.
  1.1.7 "Force Malejuer Event" has the meaning given in clause 9.

  1.2 "Priouted's Services" means the Products (or any part of them) set out in the Order, and shall include (if applicable) any advice provided by REVERIE LIMITED in relation to such Products.
  1.1.10 "Order" means the Customer's order for the Products, as set out in the Customer's purchase order form from the Customer then in the Customer's written acceptance of REVERIE LIMITED's quotation.
  1.1.11 REVERIEL LIMITED is herein the Supplier company registered in England and Wales with company numbers 937877.
  1.1.12 "Specification" means any specification for the Products, Services, including any related plans, CAD models, drawings, reference samples or quality documents that are produced by REVERIE LIMITED or supplied by the Customer and agreed to in writing by REVERIE LIMITED.
  2. A reference to a party includes its personal representatives, successors or permitted assigns.
  2. A reference to a party includes its personal representat

- 2 BASIS OF CONTRACT
  2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing (save as shall have been expressly agreed in writing by REVERIE LIMITED). No variation or representation will be binding on REVERIE LIMITED unless confirmed in writing by an authorized officer or REVERIE LIMITED. No variation or representation will be binding on REVERIE LIMITED unless confirmed in writing by an authorized officer or REVERIE LIMITED. See the conditions apply to the Contract be promised by the Customer or purchase the Goods in accordance with these confidence with these confidence in the contract shall come into existence.

  2.3 The Order shall only be deemed to be accepted when REVERIE LIMITED issues a written acceptance of the order, at which point the contract shall come into existence.

- 2.3 The Contract constitutes the entire agreement be accepted when nevertice Limit tel bissues a winter acceptance on the order, a winter point in econitact shall come into existence.
  2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges filter it has not relief on any statement, promise or representation made or given by or on behalf of REVERIE LIMITED which is not set out in the Contract.
  2.5 Any samples, drawings, CAD models, descriptive matter, or advertising and any descriptions or REVERIE LIMITED's website or catalogues are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- have any contractual force.
  2.6 A quotation for the Goods given by REVERIE LIMITED shall not constitute an offer. A quotation shall only be valid for a period of 30 Days from its date of issue.
  2.7 Any reference in these Conditions to any provision of an Act of Parliament or statutory instrument shall be construed as a reference to the provision as amended or re-enacted or extended at the relevant time.
  2.8 The headings in these Conditions are set out for convenience only and shall have no effect in the interpretation of the individual c I a u s e s.

- 3 DELIVERY
  3.1 REVERIE LIMITED shall deliver the Products (Ex works) to the location set out in the Order and agreed by REVERIE LIMITED or such other location as the parties may agree ("Delivery Location") at any time after REVERIE LIMITED notifies the Customer that the Products are ready subject to clause 6.
- acise c.
  3.2 Delivery of the Products shall be completed on the Products' arrival at the Delivery Location or Where Goods are delivered by an independent carrier instructed by the purchaser, delivery to the carrier shall be deemed to be delivery to the customer.
  3.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. REVERIE LIMITED shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure event or the Customer's failure to provide REVERIE LIMITED with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
  3.4 If REVERIE LIMITED fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Products of similar description and quality in the cheapest market available, less the price of the Products. REVERIE LIMITED shall have no
- liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide REVERIE LIMITED with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

  3.5 If the Customer fails to accept delivery of the Products within 3 Business Days of REVERIE LIMITED notifying the Customer that the Products are ready, then, except where such failure or delay is caused by a Force Majeure Event or REVERIE LIMITED's failure to comply with its obligations under

- the Contract:
  3.5.1 Delivery of the Products shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which REVERIE LIMITED notified the Customer that the Products were ready; and
  3.5.2 REVERIE LIMITED shall store the Products until delivery takes place, and the Customer shall be liable for all related costs and expenses (including insurance).
  3.6 If S Business Days after REVERIE LIMITED notified the Customer that the Products were ready for delivery the Customer has the Products were ready for delivery the Customer has the Products were ready for delivery the Customer has the Products and after deducting reasonable storage and selling costs, account to the Customer has not be entitled to reject the Products or Arabic the Products

- 3.7 The Customer shall not be entitled to reject the Products in REVERLE LIMITED delivers by to and incouning 3% more or less and mine quantity of revocus ordered, out a pro-late adjustment shall not entitle the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

  3.8 REVERIE LIMITED may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

  3.9 Each delivery of the Goods to the address requested on the order is accompanied by a delivery note which shows the date of the Order, all relevant Customer and REVERIE LIMITED reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable);

### 4 QUALITY

- REVERIE LIMITED warrants that on delivery, and for a period of 12 months from the date of delivery ("warranty period"), the Products shall:
  4.1.1 Conform in all material respects with their description and any applicable Specification; and
  4.1.2 Be free from material defects in design, material and workmanship.

  2 Subject to clause 4.3, if:

- 4.2 Subject to clause 4.3, if:
  4.2.1 The Customer gives notice in writing to REVERIE LIMITED during the warranty period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 4.1; and
  4.2.2 REVERIE LIMITED is given a reasonable opportunity of examining such Products; and
  4.2.3 The Customer (if asked to do so by REVERIE LIMITED) returns such Products for REVERIE LIMITED's place of business at the Customer's cost; then REVERIE LIMITED shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.
  4.3.1 The Customer makes any further use of such Products fairer to comply with the warranty set out in clause 4.2; or
  4.3.2 The defect arises because the Customer failed to follow REVERIE LIMITED shall or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice; or
  4.3.3 The defect arises as a result of REVERIE LIMITED following any drawing, design or specification supplied by the Customer; or
  4.3.4 The Customer afters or repairs (or engages a third party to after or repair) such Products without the written consent of REVERIE LIMITED; or

- 4.3.5 The defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions.

  4.4 Except as provided in this clause 4, REVERIE LIMITED shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 4.1.

  4.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

  4.6 These Conditions shall apply to any repaired or replacement Products supplied by REVERIE LIMITED.

# 5 TITLE AND RISK

- 5 THE AND RISH.
  5.1 The risk in the Products shall pass to the Customer on completion of delivery.
  5.2 Title to the Products shall not pass to the Customer until REVERIE LIMITED has received payment in full (in cash or cleared funds) for. The Products: and
- Any other Products or services that REVERIE LIMITED has supplied to the Customer in respect of which payment has become due

- 5.2.2 Any other Products or services that REVERIE LIMITED has supplied to the Customer in respect of which payment has become due.
  5.3.1 Until title to the Products has passed to the Customer; shall be customer shall:
  5.3.1 Hold the Products on a fiduciary basis as REVERIE LIMITED's bailee;
  5.3.2 Store the Products separately from all other Products held by the Customer so that they remain readily identifiable as REVERIE LIMITED's property;
  5.3.3 Not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
  5.3.4 Maintain the Products in satisfactory condition and keep them insured against all lisks for their full price from the date of delivery;
  5.3.5 Nofix PEVERIE LIMITED immediately if the becomes subject to any of the events listed in clause 7.2, and
  5.3.6 Give REVERIE LIMITED such information relating to the Products as REVERIE LIMITED may require from time to time, but the Customer may resell or use the Products in the ordinary course of its business.
  5.1 If before title to the Products passes to the Customer fails to do so promptly, enter any premises or Customer or of any third party where the Products are stored in order to recover them.

  6 PRICE AND PAYMENT

## 6 PRICE AND PAYMENT

- 6.1 The price of the Products shall be the price set out in the Order, or, if no price is quoted, the price set out in REVERIE LIMITED's published price list in force as at the date of delivery.

  6.2. REVERIE LIMITED may, by giving notice to the Customer at any time up to 30 Business Days before delivery, increases the price of the Products to reflect any increases in the cost of the Products that is due to:

  6.2.1 Any factor beyond REVERIE LIMITED's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

  6.2.2 Any delay caused by any instructions of the Customer or failure of the Octobrace or failure of the Octobrace or failure of the Customer or failure of the Octobrace or failure or failu

- 7 CUSTOMER'S INSOLVENCY OR INCAPACITY
  7.1 If the Customer becomes subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to REVERIE LIMITED measonably believes that the Customer and REVERIE LIMITED without incurring any liability to the Customer, and all outstanding sums in respect of Products delivered to the Customer shall become
- immediately due.
  7.2 For the purposes of clause 7.1, the relevant events are:
  - The Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 286 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply, or The Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer; or

  - 7.2.5
  - 7.2.6 7.2.7 7.2.8
- purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer; or
  (being an individual) the Customer is the subject of a bankruptey petition or order; or
  A creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
  (being a company) a napplication is made to count, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; assets has become entitled to appoint or has appointed an administrative receiver; or
  A person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed or over the Customer's assets or a receiver is appointed or over the Customer's assets or a receiver is appointed or over the Customer's assets or a receiver is appointed or over the Customer's assets or a receiver is appointed or over the Customer's assets or a receiver is appointed or over the Customer's assets or a receiver is appointed or administrative receiver; or
  A present occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 7.2.1 to clause 7.2.7 (inclusive); or
  The Customer suspends, threatens to suspends, ceases or threatens to case to carry on all or substantially the whole of its business; or 7.2.10 the Customer's financial position deteriorates to such an extent that in REVERIE LIMITED's opinion the Customer's capability adequately to fulfil its
  obligations under the Contract has been placed in jeopardy

  (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her ow

# 8 LIMITATION OF LIABILITY

- 8.1 Nothing in these Conditions shall limit or exclude REVERIE LIMITED's liability for:
  8.1.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

### REVERIE LIMITED TERMS AND CONDITIONS OF SALE 13/05/2019 v1.0

- Fraud or fraudulent misrepresentation:

- 1.1.3 Preach of the terms implied by section 12 of the Sale of Products Act 1979; or 1.1.4 Defective products under the Consumer Protection Act 1987; or 1.1.5 Any matter in respect of which it would be unlawful for REVERIE LIMITED to exclude or restrict liability. Subject to clause 8.1:

- REVERIE clusies o. I: REVERIE LIMITED shall have no liability to the Customer, whether direct or indirect, and whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise for any costs, losses or expenses arising out of, under, in relation to or in connection with the Contract (any and all such liability together being "Liability"), for any:
  1.1 Loss of profit or anticipated profit;
  1.2 Loss of sales, revenue, opportunity or business;

- Loss of adices, revenue, appointment or administration of agreements or contracts;
  Loss of anticipated savings;
  Loss of or damage to goodwill or reputation;
- Loss of use or corruption of software, data or information; Financial or economic loss; or 8.2.1.6
- Indirect or consequential loss; and 8.2.1.8

- REVERIE LIMITED's total aggregate Liability to the Customer shall, save as specified in clause 8.2.3 below, not exceed the aggregate price paid for Products under the Contract; and REVERIE LIMITED's total aggregate Liability to the Customer for property damage caused by the negligence or breach of the Contract of REVERIE LIMITED shall not exceed \$500,000; and Where the Customer is not the ultimate customer or end user of the Products (such person being "End User"), then the Customer shall indemnify REVERIE LIMITED against any Liability to such End User to the extent that such Liability is in excess of the Liability that REVERIE LIMITED would have to the Customer under the applicable Contract in relation to which the relevant Products were supplied.

### 9 FORCE MAJEURE

Whether party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been authorities, natural disasters or extreme adverse weather conditions, or default of suppliers or subconfractors.

## 10 GENERAL

- 1.1 Assignment and subcontracting.
   10.1.1.1 REVERIE LIMITED may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 10.1.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of REVERIE LIMITED.

- 10.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the 10.2.1 Any founder to international instruction given for a part you find in introduction with mile continuation and in the part of the party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-specific counter, for or e-mail.

  10.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address or efferred to in clause 10.2.1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial counter, or the date and at the time that the counter's delivery receipt is signed; or, if sent by favor, no Business Day after transmission.

  10.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

- 10.3 Severance.
  10.3.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
  10.3.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceabile.
  10.4 Waiver. An avaiver of any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy under the Contract shall not he waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. A person who is not a partly to the Contract shall not he wave ny rights under or in connection with it.
  10.5 Variation. Any variation to the Contract shall not he wave ny rights under or in connection with it.
  10.6 Variation. Any variation to the Contract shall not he validional terms and conditions, shall only be binding when agreed in writing and signed by the Customer.
  10.7 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the

# 11 RETURNS

LEI OKTOS
It you are wishing to return a product please call us first, if the product has been wrongly ordered or no longer required it will be subject to a 15% Handling fee if we agree at our discretion to accept the return of the item for a refund or exchange. If the item does not fit, is not fit for purpose or has been damaged and signed for as damaged in transit then on return of damaged goods we will send a new replacement or may offer a full refund if the replacement item will be some weeks. Special order items may not be cancelled or returned unless agreed by REVERIE LIMITED

# 12 INTELLECTUAL PROPERTY AND INFORMATION

- 12 IN ELLECTION. PROPERTY AND INFORMATION

  12 IN ELLECTION. PROPERTY AND INFORMATION

  12 IN EVERIE LIMITED will take all reasonable steps in the course of business to ensure that the products do not infringe any patent, design, trademark, copyright or any other rights of third parties.

  12 IN EVERIE LIMITED own full copyright on all items supplied unless rights to the design are specifically sold on to the buyer. Intellectual property is retained by REVERIE LIMITED.

  12 IN EVERIE LIMITED will take action to protect its copyright & Intellectual property.

# 13 INSPECTION AND ACCEPTANCE 13.1 The Customer shall not be deemed to have

- to have accepted any part of the products until they have actually inspected the Items and ascertained that they are in accordance with the Contract or not more 14 days
- from the Delivery Date.

  13.2 The Customer may, by notice to REVERIE LIMITED prior to acceptance, reject any Items which are not in accordance with the Contract.

  13.2 The Customer may, by notice to REVERIE LIMITED prior to acceptance, reject any Items which are not in accordance with the Contract.

  13.2 The Customer may, by notice to REVERIE LIMITED prior to acceptance, reject any Items which are not in accordance with the Contract.

  13.3 Unless within a reasonable time of receipt of notice of rejection REVERIE LIMITED collects such Items the Customer may dispose of them as the Buyer shall think fit(provided that if the Buyer sells such Items the Buyer shall account to the Seller for the net proceeds of such sale).

  14 CANCELLATION OF ORDERS

14.1 Orders for Services may not be cancelled or suspended without the Supplier's written consent, there may also be a cancellation fee if any of the works have been planned, started, materials purchased etc.

### 15 PRIVACY POLICY

15.1 REVERIE LIMITED privacy policy can be found at https://www.reverie.ltd.uk/legal\_info.php

# 16 DISCLAIMER

16.1 Opening the package/packages and or fitting / using our products / items means you accept & understand our liability / warranty disclaimers & warnings as set out below

WARNING! MOTORSPORT OR DRIVING CAN BE DANGEROUS RESULTING IN DEATH OR PERSONAL INJURY. READ OUR FITTING INSTRUCTIONS CAREFULLY

REVERIE LIMITED automotive products are for "motorsports use only". We cannot be held responsible for misuse of our products. This article is sold without warranty expressed or implied. No warranty or representation is made as to this product's ability to protect the user from injury or death. The user assumes that risk. The effectiveness, warranty and inopenity of this equipment are directly related to the manner in which it is INSTALLED, USED, and/or MaINTAINED. THE USER ASSUMES THE RISK.

Filternent of REVEREIL LIMITED products to automobiles that are subject to a mannfacturer's warranty MAY VOID THE MANUFACTURER'S WARRANTY AND THE WETHICLES ABILITY TO MEET EMISSION OR OTHER TRANSPORT REGULATIONS.

By purchasing this product and or opening the packaging, users / purchasers expressly acknowledge, understand and agree that they take, select and purchase these REVERIE LIMITED products from REVERIE LIMITED, its affiliates, distributors, and agents ( collectively, REVERIE LIMITED) \*as

by putulesting it is product and or uplanting the peckaging, users / purchasers expressly excurately, an expression and supplication of the putule and performance of these REVERIE LIMITED parts is with the purchasers. Should the goods prove defective following their purchases; the purchasers assume the entire cost for all necessary servicing or repair or any resulting liability. Working on your car can be a dangerous activity. If you are unsure of what you are doing, please leave mechanical or Safety critical work to a skilled mechanic. We take no responsibility for the incorrect use and / or installation of REVERIE LIMITED products.

If this Carbon fibre product is exposed to sunlight / UV then it should be regularly UV coated with Armour-all protect ant or sanded and 2k clear lacquered. Prolonged exposure to UV will yellow the epoxy and lead to slow deterioration of structural performance (more info available on our web site or

16.2 Although REVERIE LIMITED supply parts for use with/on vehicles manufactured by Lotus Cars Limited. REVERIE LIMITED is in no way connected to Lotus Cars Limited or any other member of the Lotus Group of companies ("Lotus") and is entirely independent of Lotus. Accordingly, none of the products offered for sale or supplied by REVERIE LIMITED (nor any advice or service offered or provided by REVERIE LIMITED) are in any way endorsed by Lotus and Lotus has not tested or approved any such products or services. Accordingly, Lotus shall not under any circumstances be liable for any loss, claim, damages or any consequential, indirect or special damages whatsoever arising out of or in connection with the use of products sold or supplied by REVERIE LIMITED."