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 Order, and shall include (if applicable) any advice provided by REVERIE LIMITED in relation to such Products.
 1.1.11 REVERIEL LIMITED is herein the Supplier company registered in England and Wales with company numbers 397877.
 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.
 1.1.14 Person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 1.2.15 A reference to a party includes its p

- 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 confinmed in writing by an authorized officer or REVERIE LIMITED. The Order constitutes an offer by the Customer for purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

 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 or 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 that 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.

- acuse 6.
 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.
 3.2.1 Claims for any goods damaged in transit can only be considered where the goods are signed for on the Carriers POD note "received as damaged", so it is important you check the condition of the boxes and contents before signing please!
 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 coast of the schedule such adjust 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 in that the Products are relevant to the supply of the Products.
- 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 5 Business Days after REVERIE LIMITED notified the Customer that the Products were ready for delivery the Customer has to accepted delivery of them, REVERIE LIMITED may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Products or charge the Customer for any shortfall below the price of the Products.
 3.7 The Customer shall not be entitled to reject the Products if REVERIE LIMITED delivers up to and including 5% more or less than the quantity of Products ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Product was delivered.
- was delivered.

 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, wa applicable).

4 OHALITY

- QUALITY

 I 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:

 4.2.1 The Customer gives notice in writing to REVERIE LIMITED during the warranty period within a reasonable time of discovery that some 4.2.2 REVERIE LIMITED is given a reasonable opportunity of examining such Products; and

 4.2.3 The Customer (if sexet his does not be EVERIE I IMITED warranty period within a reasonable time of discovery that some 4.2.3 The Customer (if sexet his does not be EVERIE I IMITED warranty such Products, and
- 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 to 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 failure to comply with the warranty set out in clause 4.2; or
 4.3.2 The defect arises as a result of REVERIE LIMITED's oral 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 Customer alters or repairs (or engages at third party to after or repair) such Products without the written consent of REVERIE LIMITED; or
 4.3.4 The Customer alters or repairs (or engages at 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

- 5.1 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
- 5.2.1 The Products, and
 5.2.2 Any other Products or services that REVERIE LIMITED has supplied to the Customer in respect of which payment has become due.

- 5.2 Any other Products or services that REVERIE LIMITED has supplied to the Customer in respect of which payment has become due.
 5.3 Until title to the Products has passed to the Customer, the 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 risks for their full price from the date of delivery;
 5.3.5 Notify REVERIE LIMITED immediately if the becomes subject to any of the events listed in dause 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.
 5.4 If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clause 7.2, or REVERIE LIMITED may have, REVERIE LIMITED may at any time require the Customer of deliver up the Products and, if the Customer fails to do so promptly, enter any premises of 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 to the Customer price in the Customer of Language (Limited) increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 6.2 Any delay caused by any instructions of the Customer or failure of the Customer shall pay in customer or failure or

- 7 CUSTOMER'S INSOLVENCY OR INCAPACITY
 7.1 If the Customer becomes subject to any of the events listed in clause 7.2, or REVERIE LIMITED reasonably 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
- 7.2 For the purposes of clause 7.1, the relevant events are:
 - The Customer contenses of the contense of the
- 7.2.2 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 vist one or more other companies or the solvent reconstruction of the Customer, or 7.2.1 (being an individual) the Customer is the subject of a bankruptcy petition or order; or 7.2.4 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 7.2.5 (being a company) an application is made to court, 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; or 7.2.6 (being a company) a floating charge holder over the Customer's assets has become entitled to appoint a receiver over the Customer's assets an administrator or if a notice of intention to appoint an administrator is given or if an administrator is given or if an administrator or if an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer, or 7.2.1 (being a company) a floating charge holder over the Customer's assets has become entitled to appoint a receiver over the Customer's assets has become entitled to appoint a receiver over the Customer's assets has become entitled to appoint a receiver over the Customer's assets has become entitled to appoint a receiver over the Customer's assets has become entitled to appoint a receiver over the Customer's assets has become entitled to appoint a receiver over the Customer's assets has become entitled to appoint a receiver over the Customer's appo

8 LIMITATION OF LIABILITY

nall limit or exclude REVERIE LIMITED's liability for

- Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 Fraud or fraudulent misrepresentation; or
- Breach of the terms implied by section 12 of the Sale of Products Act 1979; or 8.1.3

- 8.1.3 Breach of the terms implied by section 12 of the Sale of Products Act 1979; or 8
 8.1.4 Defective products under the Consumer Protection Act 1987; or 8
 8.1.5 Any matter in respect of which it would be unlawful for REVERIE LIMITED to exclude or restrict liability.
 8.1.6 Subject to clause 8.1:
 8.1.7 EVERIE 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:
 8.2.1.1 Loss of profit or anticipated profit;
 8.2.1.2 Loss of sales, evenue, opportunity or business;
 8.2.1.3 Loss of agreements or contracts;
 8.2.1.4 Loss of articipated savings;
 8.2.1.5 Loss of or damage to goodwill or reputation;
 8.2.1.6 Loss of use or corruption of software, data or information;
 8.2.1.6 Loss of use or corruption of software, data or information;
 8.2.1.7 Financial or economic loss; or

- Financial or economic loss; or
- 8.2.1.8

- 1.7. Financial or economic loss; or Consequential loss, and 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 unlimate customer or end user of the Products (such person being "frod 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.

Neither 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 returner party states ut explained for the production of the produ

10 GENERAL

- 10 CLEMENT.

 10 1 Assignment and subcontracting.

 10.1.1 REVERIEL UNITED 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.

- ZNOUCLUSS.
 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 other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier, fax 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 referred 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 courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one 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 enforceable.

 10.4Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a 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.

 10.5 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

 10.6 Variation. Any variation to the Contract, including the introduction of any addition of any addition of or any odition of the courts of England and Wales.

 10.8 Entire Ancement each of the parties are shall seve in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

- exclusive jurisdiction of the courts of England and Wales.

 10.8 Entire Agreement, each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract 10.9 Rights of Consumer Nothing in these conditions shall affect the statutory rights of a consumer.

11 RETURNS

The four this 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. INVELECTION AND INFORMATION

 12. REVERIE 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
 12.2 REVERIE 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.
 12.3 REVERIE LIMITED will take action to protect its copyright & Intellectual property.

13 INSPECTION AND ACCEPTANCE

- 13.1 The Customer shall not be deemed 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.

 13.3 Unless within a reasonable time of receipt of notice of rejection REVERIE LIMITED collects such Items the Customer may dispose of them as the Buver shall think fit/nrovided that if the Buver sales such Items e of receipt of notice of rejection REVERIE LIMITED collects such Ite se 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

16.1 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 or 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 ingreyity of this equipment are directly related to the manner in which it is in STALLED, USED, and/or MAINTAINED. THE USER ASSUMES THE RISK.

Filterinent of REVERIE LIMITED products to automoticible that are subject to a manufacturer's warranty MAY VOID THE MANUFACTURER'S WARRANTY AND THE VEHICLES A BAILITY 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 is "and with all faults".

to allow with a resource with the resource of these REVERIE LIMITED parts is with the purchasers. Should the goods prove defective following their purchase; 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 ortical 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 de regularly Uv dense and a result of the results of the regularly Uv dense and a result of the results of the results

16.2Although 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 or sale or supplied by REVERIE LIMITED (nor any advice or services offered or provided by REVERIE LIMITED. and I any way endorsed by Lotus and Lotus has not tested or approved any such products of reviews. 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."