



SALES AGREEMENT TERMS & CONDITIONS

! WARNING

AVOID PERSONAL INJURY OR DEATH. THE PRODUCT SOLD UNDER THIS AGREEMENT IS BATTERY POWERED AND MUST NOT BE USED ON PUBLIC ROADS. IT IS NOT EQUIPPED WITH THE SAFETY EQUIPMENT MANDATED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION.

NOW COMES The Little Car Company Limited, a limited company incorporated in England and Wales, having a registered office at 142 The Command Works, Bicester Heritage, Bicester, England, OX27 8FY, with company number 11755294, (hereinafter referred to as "TLCC") and _____, an _____ (individual, corporation, etc.) having an address of _____ (hereinafter referred to as "Customer");

WHEREAS, TLCC is in the business of designing, manufacturing and selling electric scale models that are tributes to classic vehicles;

WHEREAS, Customer would like to purchase a tribute scale model, as well as certain parts and accessories in accordance with the specifications set forth in **Exhibit 1** which is attached hereto and is incorporated by reference herein (hereinafter referred to as the "**Product**");

WHEREAS, TLCC has agreed to sell the Product to the Customer in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree:

1. The **WHEREAS** clauses set forth above and all Exhibits referred to in this Agreement are expressly incorporated in and made a part of this Agreement.
2. **Acceptance of Terms and Conditions:** Customer has read and understands this Agreement. The receipt by Customer of this Agreement, the payment of any deposit as set forth herein (being a "**Deposit**"), or receipt of any Product covered by this Agreement shall, constitute acceptance of these terms and conditions only. This Agreement expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Customer in any Purchase Agreement, acknowledgment or other document are unacceptable to TLCC, are expressly rejected by TLCC and shall not become a part of this Agreement.

Any modifications to this Agreement shall only be made as provided herein. Specifications and descriptions of Products on TLCC's website or other marketing material are subject to change and revision whether as required by law, regulation or otherwise in TLCC's discretion. These specifications and descriptions are intended only to give a general description of the Products. TLCC may elect to substitute features of the description and specification with similar features.

3. **Price and Shipping Date:** The price, time and manner of payment, payment schedule, manner of shipment, and/or the shipping dates of the Product are set forth in **Exhibit 2**. Customer promises to pay to TLCC the price set forth.

4. **Shipment Discrepancies:** Any claim regarding any discrepancies between this Agreement and the Product that was delivered must be made to TLCC within fifteen (15) business days of delivery of the Product to Customer, or such claim is expressly waived by Customer.

5. **Purchase Price and Terms of Payment:**

5.1 This Agreement shall only be deemed to be accepted and TLCC's obligation to reserve a Build Slot for the Customer to arise when the Customer has sent, and TLCC has received, payment of the Deposit as specified by TLCC into the account identified by TLCC. For greater clarity, a "**Build Slot**" is a reservation to have a Product built for the Customer by TLCC. For the avoidance of doubt, a Build Slot does not have any connection with the chassis number which a Customer may receive and the Customer and TLCC agree each Build Slot or Build Slots shall be particular and personal to each Customer and shall not be transferable in any way.

5.2 Customer shall pay the total purchase price, and any unpaid portions thereof, as set forth in **Exhibit 2**, no later than the actual delivery date of the Product. Time is of the essence of all payments due and owing by Customer and must be paid without set-off, counterclaim or deduction on any account whatsoever. Any dispute regarding non-conformity of the Product or delay in delivering the Product shall not be a basis for Customer to delay, suspend or withhold any payments due to TLCC. In the event Customer fails to make payment by the date required, it shall pay interest at the prevailing rate of interest per month on all amounts due from the due date until payment date. In addition, TLCC may cancel this Agreement and all payments previously made by Customer on account thereof shall be retained by TLCC as liquidated damages, not as a penalty, and Customer shall have no right to return of same or any part thereof. Customer agrees to pay all costs and expenses incurred in collecting delinquent accounts, including legal fees. If Payment of the purchase price is secured by a letter of credit, such credit must in form and content be acceptable to TLCC prior to TLCC performing its obligations hereunder.

5.3 TLCC shall issue to the Customer a deposit invoice, stating the amount of the Deposit, payable by the Customer as set forth in **Exhibit 2** (the "**Deposit Payment Period**"). The Customer shall pay the Deposit to TLCC by paying an amount equal to the Deposit into the following account designated by TLCC in **Exhibit 2**.

5.4 When the Customer has paid the Deposit pursuant to this Clause, TLCC shall allocate a Build Slot to the Customer.

5.5 If TLCC has not received the Deposit from the Customer before the expiration of the Deposit Payment Period, TLCC shall have the right immediately to terminate this Agreement in its entirety and to allocate the Build Slot intended for the Customer to an alternative Customer.

5.6 At the time of execution of this Agreement, (or at such other time as may be agreed in writing between the Customer and TLCC, provided that this shall be no later than sixty (60) business days before the date on which the Product build is intended to commence) the Customer shall identify in writing any relevant Specification for the Product desired by Customer to TLCC. This Specification is set forth in **Exhibit 3**. It is expressly understood and agreed that if any defect arises as a result of TLCC following any drawing, design or Specification supplied by the Customer, such defect will not be covered by any applicable warranty and TLCC shall have no liability or responsibility for any condition relating to, caused by or arising out of such Specification. For the avoidance of doubt, and by non-limiting example only, if the Customer decides in Customer's sole discretion that a custom specification as to the paint colour or type applied to a Product does not conform to the Customer's expectation, this shall not constitute a breach of any applicable warranty. The parties acknowledge and agree that while reasonable effort will be made by TLCC to ensure that the paint conforms to Customer Specification, there may be significant differences between the appearance of colours on screen, on other media and on the finished Product.

5.7 The Deposit shall be refundable in full at the request of the Customer until such time as a Build Slot is assigned to the Customer. If the Customer has not made payments as specified in **Exhibit 2**, TLCC shall have the right immediately to terminate this Agreement in its entirety and (i) keep any payments made by Customer as liquidated damages, and not as a penalty and (ii) to allocate the Build Slot intended for the Customer to an alternative Customer.

5.8 If after the date of the Agreement invoice the Customer elects to amend its Agreement in any way, then TLCC shall have the right to further revise and amend the purchase price (the "**Revised Invoice**") and to deliver the Revised Invoice to the Customer. The Revised Invoice shall also reflect the new payment schedule. The Customer shall pay the total aggregate amount of the Revised invoice to TLCC by paying an amount equal to the amount of the Revised invoice into the account designated by TLCC. The Customer shall sign and return the Revised Invoice to TLCC, and this Agreement, and in particular **Exhibit 2**, shall be amended in accordance with the terms of the Revised Invoice.

5.9 From the date upon which TLCC receives this Agreement from the Customer, any additional changes made to the Specification by the Customer shall carry an additional cost. TLCC shall notify the Customer of any such additional cost upon receipt of changes made to the Specification and shall not commence further work in modifying the Product in accordance with the revised Specification unless and until any such additional costs are agreed with the Customer in the Revised Invoice. The Customer acknowledges and agrees that any changes made to a Specification that has previously been agreed may result in the allocation of a new Build Slot to the Customer and a corresponding delay in the manufacture of the Product.

5.10 If at any time between the date upon which the Customer pays the Deposit to TLCC and the date upon which the Deposit ceases to be refundable, the Customer wishes to receive a refund of their Deposit, the Customer shall send a request to refund the Deposit (a "**Deposit Refund Request**") by email to TLCC at contact@thelittlecar.co together with the Customer's full details and instructions as to the return of the Deposit monies. TLCC shall return the Deposit in the same currency in which the Deposit was paid on or before the date falling fifteen (15) business days after TLCC has received the Deposit Refund Request to the same bank account from which the Deposit was received. As soon as TLCC has sent the Deposit to the Customer following receipt of a Deposit Refund Request, this Agreement shall automatically terminate and TLCC may allocate that Customer's Build Slot to an alternative Customer.

5.11 The Customer shall be liable for any and all bank and other charges incurred during the sending or refunding of the Deposit.

5.12 The price of the Product shall be the price set out in **Exhibit 2** or the Revised Invoice (as applicable), or, if no price is quoted, either the price set out in TLCC's published price list in force as at the date of delivery or such price as may be notified to the Customer by TLCC from time to time.

5.13 TLCC may, by giving notice to the Customer at any time up to and including the date of sale and purchase completion, increase the price of the Product to reflect any increase in the cost of the Product that is due to:

- a. any factor beyond TLCC's control, including but not limited to foreign exchange fluctuations, increases in taxes and duties and customs processing costs, and increases in labor, raw materials, component parts or other manufacturing costs;
- b. any request by the Customer to change the Agreement, including but not limited to the date of delivery, quantities or types of Product Agreement, or the Specification;
- c. any delay caused by any instructions of the Customer or failure of the Customer to give TLCC adequate or accurate information or instructions, or respond to an inquiry from TLCC, whether in relation to delivery or otherwise; or
- d. any additional costs that may be required now or in the future arising solely from the requirements of law or regulation (whether current at the date of the Agreement or enacted

hereafter) relating to the design, manufacture, export, import or delivery of the Product to the jurisdiction of delivery of the Product as specified by the Customer.

5.14 The parties agree to discuss in good faith and agree to any changes to the price of the Product arising from this section, including but not limited to any changes required to be made during such time as the Product are in transit to the Customer. However, if the parties are unable to reach an agreement, TLCC may, at its option, immediately cancel this Agreement and will refund to Customer any amount paid by the Customer for the Product, less any expenses incurred by TLCC relating to the Product

5.15 The price of the Product excludes amounts payable in respect of any appropriate costs required to be added to the price of the Product by law or regulation (including but not limited to value added tax or sales tax), which the Customer shall additionally be liable to pay to TLCC at the prevailing rate.

5.16 The timing of payment is of the essence. TLCC shall not make any final Specifications to the Product and shall not begin production of the Product unless and until TLCC receives all payments as set forth in **Exhibit 2**.

5.17 If the Customer fails to make any payment due to TLCC under the Agreement by the due date for payment, then TLCC shall have the right to terminate this Agreement with immediate effect, reassign the Build Slot to another customer, and/or sell the Product intended for the Customer to an alternative Customer.

5.18 The Customer shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). TLCC may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by TLCC to the Customer.

5.19 If the Customer sells the Product to a third party, upon request the Customer shall disclose the sales price to TLCC.

6. Price Adjustment and Specification Changes: All prices are subject to adjustment provided that TLCC shall give Customer notice of any adjustment at least thirty (30) calendar days prior to the date of adjustment, and provided further that Customer may cancel any item, the price of which is increased, by giving notice to TLCC within ten (10) business days after receipt of TLCC's notice of such adjustment.

7. Delivery and Acceptance; Title: Unless specified otherwise on **Exhibit 2**, delivery and price quotations for Product shall be Ex Works TLCC. The Customer shall provide reasonable notice to TLCC of Customer's intended time and date of collection of the Product, such reasonable notice to be not less than 48 hours from the proposed time and date of collection. Delivery to and acceptance by Customer shall be deemed to occur from such point the Product is received by Customer, Customer's designee, or to the common or contract carrier designed by TLCC or Customer. Risk of loss shall pass at time of delivery. TLCC shall retain full title to the delivered Product until full payment has been made. TLCC is authorized to take, at the Customer's expense, all necessary measures to resist property rights claims in the Product from any third party. In no case shall the Customer resell, surrender, give as guarantee, rent or grant the use of the Product to third parties without having first paid the full price to TLCC. TLCC shall be notified within twenty-four (24) hours about any proceedings instructed by any party which might affect the title to the Product. Acceptance of delivery on the part of Customer shall be deemed a waiver of Customer's right to hold TLCC liable for any loss or damage to the Product.

8. Delays and Defaults; Force Majeure: In the event of TLCC's failure for any cause, other than an excusable delay as hereinafter described, to deliver the Product, in the manner provided in this Purchase Agreement, within ninety (90) calendar days of the Projected Delivery Date (as such term is specified in **Exhibit 2**) Customer may cancel this Agreement, in which event the sole liability of TLCC shall be the return of any payment on the purchase price. TLCC will not be responsible for any direct, indirect, incidental, consequential or other loss or damage suffered by Customer arising out of or otherwise related to any delay in delivery or failure to deliver the Product, whether or not the delay has been caused by TLCC's actions, inactions, fault or other negligence. Any excusable delay shall include but are not limited to difficulties in securing materials, parts or any other essential elements necessary to the manufacture or delivery of the Product, or a delay which is

caused by circumstances beyond TLCC's control, including, but not limited to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, embargo, war or other causes beyond TLCC's control occurring in, or in connection with, the manufacture or delivery of the Product. TLCC shall not be liable in any way for failure of delay in making delivery of the Product in the event of an excusable delay. In the event of an excusable delay, TLCC's time to deliver shall be extended by the period of such delay. In the event of an excusable delay in excess of one hundred eighty (180) calendar days, either party may cancel the undelivered portions of this Agreement and the sole liability of TLCC shall be for the return of any payments on such undelivered portions.

9. Changes: Any attempt by Customer to make any changes to any term of this Agreement shall not be binding upon TLCC, except when confirmed in writing by TLCC. See paragraph 15.

10. Assignment: This Agreement or any interest hereunder shall not be assigned or transferred by Customer without the prior written consent of TLCC. TLCC may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or part of its rights, obligations or remedies under this Agreement.

11. Warranty: The warranty, if any, on the Product shall be as indicated in **Exhibit 4**, with the Product in its packaging or, in the absence of such warranty, as otherwise published from time to time on TLCC's website. TLCC makes no promises, representations or warranties, express or implied, concerning the description, quality, merchantability or performance of the Product or its fitness for any particular purpose. **ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, BY STATUTE OR OTHERWISE, ARE EXPRESSLY DISCLAIMED.** Any samples, drawings, descriptive matter or advertising produced by TLCC and any descriptions or illustrations contained in TLCC's catalogues, brochures, website or other advertising material are indicative only and produced for the sole purpose of giving an approximate description of the Product referred to in them. They are not a warranty or guarantee and shall not form part of the Agreement nor have any contractual force.

12. Defense and/or Indemnity: TLCC does not and will not, and Customer hereby waives any obligation of TLCC (whether such obligation is based in law, contract, or equity) to defend, indemnify, and/or hold harmless Customer from or against any claim asserted against Customer for any matter, cause or thing whatsoever arising out of or otherwise related to the Product or this Agreement. To the extent that the Product is to be manufactured in accordance with any specification supplied by the Customer, or to the extent the Customer entrusts the Product to a third party, and any individual or property is injured or damaged by the negligence or other culpable action of the third party, or arising out of the specification provided by the Customer, then the Customer shall defend, indemnify and hold harmless TLCC against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by TLCC in connection with any claim made against TLCC, Customer's obligation to defend, indemnify and hold harmless TLCC includes but is not limited to any claim for actual or alleged infringement of any intellectual property rights arising out of or in connection with TLCC's use of the Specification supplied by the Customer. This Clause 12 shall survive termination of this Agreement.

13. Mandatory and Prohibited Activities, Indemnity by Customer:

a. Mandatory and Prohibited Activities

13.1 Customer agrees that the Product will not be used unless and until any and all warnings and instructions have been read, understood, and followed by all persons who will come in contact with the Product, and/or until all training has been completed. Customer will ensure that all persons who will come in contact with the Product will strictly follow all warnings and instructions including but not limited to those contained within any operating manual provided with the Product.

13.2 Customer acknowledges that the Product is designed for recreational use only and may not be used on any public roadway of any kind.

13.3 The Product may only be used by persons of the age of 14 or older. In the case of anyone between the ages of 14 and 18, the Product may only be used under competent adult supervision, i.e., an adult who has read and understood all warnings and instructions which have been provided with the Product and is knowledgeable about the use of the Product.

13.4 The Product may not be modified from factory specifications without the express written consent of TLCC.

13.5 All persons who will come into contact with the Product must use all appropriate protective and/or safety equipment as specified in the use/maintenance manual or otherwise in accordance with safe work practices, including but not limited to helmets that will at a minimum meet or exceed the standards promulgated by the United States Department of Transportation (DOT), ECE22.05 or Snell, or other comparable standards in any relevant jurisdiction.

13.6 The Product shall at all times be driven in a manner and an environment that a reasonable observer would recognize as safe. Extreme or competition driving is prohibited. Riding on rough, unpaved surfaces is prohibited.

13.7 Customer acknowledges that, if a Product is equipped with a "remote-kill switch" or any other safety features installed by TLCC, any and all of these devices are back-up safety features only and not a substitute for safe use and common sense. For example, the "remote-kill switch" will not stop the Product effectively in an emergency situation. Further, these devices are not to be used in connection with any horseplay.

13.8 All persons who will come in contact with the Product must be in good mental and physical health and must be able to understand and follow all warnings and instructions. No one under the influence of drugs or alcohol may come in contact with the Product or use the Product at any time. It is Customer's responsibility and the responsibility of any person using the Product to consult with a doctor prior to the use of the Product and to participate only in those activities for which he/she has been cleared by his/her personal doctor, and in respect of which he/she possesses the required skills, qualifications, training and physical conditioning.

13.9 If the Customer sells the Product to a third party, the Customer must make the intended third-party purchaser aware of these terms and conditions and must provide the intended third-party purchaser with all warnings, instructions and other literature which accompanied the Product. The intended third-party purchaser must agree to be bound by the terms of this Agreement, and especially the terms of this Paragraph 13.

b. Indemnity:

13.10. To the fullest extent permitted under the law, and regardless of responsibility for negligence, Customer will defend, indemnify and hold TLCC harmless from and against any claims, demands or other damages arising out of or in any way related to any failure by Customer to abide by the terms of paragraph 13.a above.

13.11. Customer acknowledges that this section requires Customer to potentially defend, indemnify and hold TLCC harmless against TLCC's own negligence (only insofar as such indemnity is permitted by law in any relevant jurisdiction). Customer willingly undertakes these obligations following fair and equitable considerations at arm's length, and not as a result of duress or other inequitable coercion. It is expressly understood and agreed that Customer's defense and indemnity obligations are intended to be as broad as possible in order to comply with applicable law, but that no attempt is made under these terms and conditions to exclude TLCC's liability where to do so would not be permitted by applicable law.

13.12 The parties expressly recognize and agree that Customer is uniquely situated and is in the best position to insure and otherwise provide for the safety of the users of the Product, and to ensure that the Product is properly maintained and used by anyone coming in contact with the Product. Therefore, Customer agrees that Customer's indemnity obligations to TLCC take precedence over any of TLCC's indemnity obligations to Customer that may exist. Accordingly, in the event of any claim against TLCC which arises out of or is otherwise related to any incident in which misuse of the Product or improper maintenance or operation of the Product is alleged, or in which there is a violation of

the terms of Paragraph 13.a, Customer will defend and indemnify TLCC in such claim, even if a defect in the Product is also alleged.

14. Limitation of Liability:

14.1 Under no circumstances shall the liability of TLCC for any matter, cause of thing whatsoever arising out of or related to this Agreement or the Product exceed the price paid for the Product as set forth on the reverse side hereof. All other liability, consequential or contingent loss or damage whatsoever and howsoever arising (including loss of profits, costs, expenses or other claims for incidental or consequential compensation or personal injury or death) is expressly excluded.

14.2 Insofar as permissible by law, and to the fullest extent permissible under the law, Customer specifically acknowledges and agrees that there are risks inherent in the use of the Product and voluntarily, expressly and knowingly agrees to assume and accept each of them, and all risks of use, damage, or injury connected with or arising from the use of the Product, including those risks that are unknown or unforeseeable, as well as those risks arising out of or related to any defect in the Product. Other than as imposed by law, or as specifically set out in these terms and conditions, Customer agrees that TLCC has no liability for any damage arising from (i) Customer's negligent and/or reckless use of the Product, or (ii) Customer's use of the Product other than in accordance with the instructions for safe use of the Product as set out in any operating manual or instructions supplied with the Product or otherwise provided to you by TLCC. Customer acknowledges that Customer and those persons for whom Customer is responsible or who Customer allows to use the Product, have knowingly, expressly and knowingly assumed the risk of injury to person or property, including death. Customer hereby releases, acquits and hold TLCC harmless from any and all liability for any injury or damage that may occur as a result of any medical care provided by a third party, if any. Customer also agrees to indemnify, save, and hold harmless TLCC from any liability, loss, damages, costs, claims and/or causes of action they may incur (including legal fees and court costs), arising out of or related to Customer's negligent and/or reckless use of the Product, or the negligent and/or reckless actions of those using the Product with Customer's consent.

15. Entire Agreement, Modification of Agreement: This Agreement contains all the agreements and conditions of sale between the parties hereto and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Agreement. This Agreement supersedes all prior communications, discussions, and agreements, oral electronic or written, all of which are deemed incorporated and merged herein. The terms and conditions contained in this Agreement may not be added to, modified, superseded, or otherwise altered except by a written modification signed by an authorized representative of TLCC and delivered by TLCC to Customer, notwithstanding any terms and conditions that may be contained in any acknowledgment, purchase Agreement, or other form executed by the Customer.

16. Confidential Relationship:

16.1 For purposes of this section, Confidential Information includes specifications, drawings, technical documents, blueprints, designs, nomenclature, samples, models, business plans, pricings, markets, or other information supplied by TLCC regarding the Product sold hereunder. Any information regarding the Product disclosed to Customer remains the exclusive property of TLCC and may not be used by Customer, any may not be copied, reproduced, transmitted or communicated to third parties unless authorised in writing by TLCC.

16.2 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, Customers, clients or partners of the other party or of any member of the group to which the other party belongs, except as permitted by Clause 16.3. For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

16.3 Each party may disclose the other party's confidential information:

- a. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 16; or
- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

17. Cancellation:

17.1 TLCC reserves the right to cancel this Agreement: (1) if the Customer shall become insolvent or make a general assignment for the benefit of creditors; (2) if a petition under any bankruptcy act or similar statute is filed by, on behalf of or against the Customer; (3) if the Customer fails to make payment for the Product; (4) if the Customer fails to perform any of its obligations hereunder or so fails to take any necessary action so as to endanger performance of this Agreement; or (5) if Customer's financial condition shall become, in the reasonable opinion of TLCC, such as to endanger completion of performance by Customer of its obligations under this Agreement.

17.2 In the event TLCC cancels this Agreement in whole or in part, in accordance with this section, the Customer shall be liable to TLCC for any and all expenses incurred by TLCC in regard to this Agreement. In addition, TLCC may keep any and all payments made by Customer as liquidated damages, not as a penalty.

17.3 The rights and remedies of TLCC provided in this Section shall not be exclusive and shall be in addition to any other rights and remedies provided by law or this Agreement.

18. Termination:

18.1 Without limiting its other rights or remedies, TLCC may terminate this Agreement with immediate effect by giving written notice to the Customer if:

- a. the Customer commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within twenty-one (21) calendar days of that party being notified in writing to do so;
- b. the Customer, including but not limited to its directors or its shareholders, initiates bankruptcy proceedings or has proceedings instituted against it or has a receiver appointed;
- c. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- d. the Customer's financial position deteriorates to such an extent that in TLCC's opinion the Customer's capability to adequately fulfill its obligations under the Agreement has been placed in jeopardy.

18.2 Without limiting its other rights or remedies, TLCC may with immediate effect suspend or cancel provision of the Product under the Agreement or any other contract between the Customer and TLCC if the Customer becomes subject to any of the events listed in Clause 18.1, or TLCC reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Agreement on the due date for payment.

18.3 On termination of the Agreement for any reason the Customer shall immediately pay to TLCC all of TLCC's outstanding unpaid invoices and interest thereon, in addition to interest on any additional costs arising from this Agreement or any agreement between the Customer and TLCC or from statutory processes.

18.4 Termination of the Agreement shall not affect any of the rights, obligations or remedies of either party that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement.

18.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

18.6 In addition to and not to the exclusion of any of the termination rights set out above, TLCC may terminate this Agreement at any time after the Customer has paid the Deposit by sending a notice in writing to the Customer (a "**Termination Notice**"). Following delivery of a Termination Notice to the Customer, TLCC shall refund the Deposit and any Agreement invoice payments made prior to the date of the Termination Notice to the Customer, in accordance with this Agreement, within fifteen (15) business days of the date of the Termination Notice.

18.7 Termination shall not be deemed a waiver of TLCC's rights to demand performance by the Customer of any obligation of the Customer pursuant hereto, accrued up to the date of termination, TLCC shall not be liable to the Customer or any other person or entity for damages of any kind, including but not limited to incidental or consequential damages, loss of profits, costs, expenses or other claims.

19. Relationship of Parties; No License: TLCC and Customer are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Nothing herein shall constitute or create any franchise, purchase, or license agreement or relationship whatsoever. Customer may not use any patents, trademarks or copyrighted material of TLCC, without TLCC's prior express written consent.

20. Severability, Enforcement: If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive Agreement or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, Agreement or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

21. Venue and Jurisdiction: This Agreement (and any non-contractual disputes arising from or in relation to it) shall be deemed to have been negotiated and entered into in the city and state of incorporation of TLCC as indicated in this Agreement (the "**Location**"). The parties expressly acknowledge and irrevocably agree that the sole and exclusive venue for and jurisdiction over any and all claims or disputes arising out of or otherwise relating to this Agreement shall be the courts having jurisdiction over the Location, to the exclusion of the courts of any other place, without giving effect to choice of law principles and without giving effect to the United Nations Convention regarding contracts for the International Sale of Product (which the parties expressly waive). Customer expressly, knowingly and voluntarily waives any provision of law in the jurisdiction in which Customer is located or any other potentially applicable law which conflicts with any provision of this Agreement at any time.

22. Governing Law: This Agreement (and any non-contractual disputes arising from or in relation to it) is to be construed according to the laws of The Location. The Customer accepts that even if Agreements were placed on the Internet, as part of a distance selling practice, the negotiations for the sale and purchase of The Product have been in English and are considered to have taken place in The Location.

23. Non-Assignment: Customer may not assign the Agreement without TLCC's prior written consent. Any such consent of TLCC shall not release Customer from, or limit, any of Customer's obligations under this Agreement. Customer warrants and guarantees that any such assignees' performance will satisfy all requirements applicable to Customer under this Agreement.

24. Non-Waiver: TLCC's failure to insist upon strict compliance with any of the provisions herein shall not be deemed to be a waiver of any such right, and a waiver of a right under this Agreement shall not constitute a waiver of any other right or a waiver of any other default under this Agreement.

25. Continuing Obligations of Purchase/Sale: This Agreement does not obligate Customer to purchase any other Product, products, parts and/or accessories from TLCC and/or does not limit the Customer in any manner from purchasing Products, products, parts and/or accessories from any other person or entity in any geographic location. This Agreement does not obligate TLCC to sell any other Product, products, parts and/or accessories to Customer and/or does not limit TLCC in any manner from Selling Product, parts and/or accessories from any other person or entity in any geographic location

26. Entire Agreement: This Agreement, together with the attachments, exhibits, or supplements, specifically referenced herein constitutes the entire Agreement between TLCC and Customer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements.

27. Notices: Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at the address indicated herein 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 reputable overnight courier such as Federal Express with a copy by email. A notice shall be deemed to have been received when delivered by the overnight courier service. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

To: THE LITTLE CAR COMPANY

Address: 142 The Command Works, Bicester Heritage, Bicester, England, OX27 8FY

Email: jw@thelittlecar.co

For the attention of: Jothan Webb

Copy of any notice (which shall not be deemed notice) relating to this agreement to:

Freddie New
142 The Command Works
Bicester Heritage
Bicester
England
OX27 8FY

Email: fn@thelittlecar.co

28. English Language: The Customer accepts that all manuals and instructions are written and will be provided in English. This means that the Customer releases and holds TLCC harmless from any obligation to provide manuals or instructions in a different language other than English.

Executed this ____ day of _____, 202_

THE LITTLE CAR COMPANY

By: _____

Title: _____

Date: _____

[CUSTOMER]

By: _____

Title: _____

Date: _____

Exhibit 1

Product Specifications

Further information will be provided in due course, exterior and interior colours to be specified by the Customer from the selection available in the Configuration Guide (when shared).

Exhibit 2

Price, Payment Schedule, Delivery Schedule

Total Purchase Price:	To be determined between customer and TLCC in writing.
Payment Schedule:	To be determined between customer and TLCC in writing.
Payment Coordinates:	<p>The Little Car Company Barclays Bank PLC Leicester LE87 2BB</p> <p>Sort Code: 209074 Account Number: 53024911 <u>IBAN</u>: GB41BUKB20907453024911 BIC: BUKBGB22</p> <p>These payment instructions may not be changed unless TLCC provides different instructions to Customer via email at _____ from Jothan Webb. Any payment by Customer to any other coordinates is not a valid payment towards the price for the Product.</p>
Delivery Method, e.g. Ex Works:	To be determined between customer and TLCC in writing.
Delivery Location:	To be determined between customer and TLCC in writing.
Projected Delivery Date:	To be determined between customer and TLCC in writing.

Exhibit 3

Customer Specifications

Category	Requested Specification
Model	To be determined between customer and TLCC in writing.
Body Colour	To be determined between customer and TLCC in writing.
Interior	To be determined between customer and TLCC in writing.
Special Requests	To be determined between customer and TLCC in writing.

Exhibit 4

Warranty

A. For US/ROW other than UK and EEA

**THE LITTLE CAR COMPANY
LIMITED WARRANTY
[For United States/ROW Only]**

COVERAGE FOR NEW PRODUCTS. THE LITTLE CAR COMPANY LIMITED (“TLCC”) warrants that a product, designed, manufactured and sold by TLCC (hereinafter referred to as a “Product”), will be free from defects in material and workmanship for a period of twelve (12) months from the date the Product was delivered to the first retail Customer. The TLCC twelve (12) month warranty is referred to herein as “the Limited Warranty.” The sole and exclusive remedy under this Limited Warranty for defects in the Product shall be the repair or replacement, in TLCC’s sole discretion, of the defective part or component. This Limited Warranty does not apply to any item that was not designed or manufactured by TLCC, but which may have been sold by TLCC.

COVERAGE FOR SPARE PARTS AND ACCESSORIES. Genuine TLCC spare parts and accessories which are sold and installed on a PRODUCT by an authorized TLCC Representative are covered for twelve (12) months, under the same terms and conditions of this Limited Warranty (hereinafter referred to the “Spare Parts Limited Warranty”). **The Product on which the spare parts and accessories are installed must still be covered by its original Limited Warranty, and the Spare Parts Limited Warranty does not and will not enlarge or expand the terms of the Limited Warranty on the Product.**

NOT COVERED. This Limited Warranty does not apply to, and TLCC shall have no liability or responsibility in respect of, damages or expenses relating to:

1. Any use of a Product that exceeds the use, performance. limits or other specifications of the Product;
2. Defects caused by the failure to properly assemble, use, operate, maintain, repair, or store the Product as disclosed in the maintenance manual, operation manual, or other literature supplied to or available to the Customer on TLCC’s website www.thelittlecar.co or otherwise in accordance with reasonable practice;
3. Products, including components and systems, that have been altered, changed, or modified from factory specifications;
4. Damage or malfunctions caused by parts or accessories not installed by or expressly approved in writing by TLCC;
5. The cost to remove, disassemble or reinstall parts not installed by or expressly approved in writing by TLCC that require removal to access Products covered by this Limited Warranty;
6. A Product which is available for rental use;
7. A Product used in competition or for commercial activities;
8. A Product purchased from any entity other than TLCC or an authorized TLCC representative;
9. Accidents, misuse, abuse, abnormal use, improper use, negligent use, wilful misconduct, lack of routine maintenance, or lack of reasonable or proper operation, maintenance or storage;

10. Repairs improperly performed or replacement parts or accessories not conforming to TLCC's specifications;
11. Use exceeding the recommended and permitted limits or other specifications of the Product;
12. Products, including components, that are subject to wear or consumption, including but not limited to tires, cables, brake pads, bearings, etc.
13. Transportation costs, expenses or other losses arising out of taking any Product to and from an approved repair facility where warranty service will be provided;
14. Any defect or non-conformity that has not been timely and promptly communicated in writing to TLCC, and in all cases, no more than thirty (30) calendar days from the discovery thereof or the date it should have been discovered;
15. Operation of a Product after being involved in an accident or mishap, and prior to proper inspection and documentation of the condition of the Product and approval to use the Product by TLCC or an authorized TLCC representative;
16. Improper installation, repair or adjustment of parts or components such as wheels, brakes, etc. that result in damage to a Product;
17. Apparent differences between colors or other materials or components and those shown, for informational purposes only, in advertisements, catalogues, product literature, marketing materials, and technical specifications, as well as apparent differences in the equipment options and fittings that were not expressly included in the order of the Product;
18. Cosmetic imperfections in paint, finishing, etc.;
19. any defects arising out of or related to any drawing, design, customization, or specification supplied, requested or mandated by the Customer. By way of non-limiting example, if the Customer specifies a particular paint colour or type applied to a Product, and the finished Product does not accord with the Customer's expectation, this shall not constitute a breach of this Limited Warranty;
20. any defects arising out of or related to changes in the design or manufacture of the Product to comply with any applicable statutory or regulatory requirements in force in the location in which the Product is sold;
21. Any representation or implication relating to any Product characteristics including but not limited to speed or performance characteristics or battery life;
22. Any damage, cost or expense caused by Act of God or other event beyond the control of TLCC; or
23. Loss of time, loss of use, inconvenience, loss of profits, lost business, lost business opportunities, damage to reputation, and any incidental or consequential damages arising out of the non-use of the Product, or compensation for inconvenience or loss of use while the Product is being repaired or otherwise not available or other matters not specifically covered hereunder.

PROCEDURE. In the event of a defect covered by this limited warranty, the Customer of the Product shall contact TLCC or an authorized TLCC representative in writing no more than thirty (30) days from the discovery thereof, or thirty (30) days from the date it reasonably should have been discovered. To obtain warranty service for the Product, a specific and detailed

claim must be in writing, reported to and received by TLCC or an authorized TLCC representative in accordance with the terms of this Limited Warranty and within the applicable warranty period.

Upon receipt of the written notice of claim, TLCC or an authorized TLCC representative shall have the right to inspect the Product. If covered by this Limited Warranty, TLCC or an authorized TLCC representative shall commence repairs within a reasonable time. Repair methods and procedures shall be at the sole discretion of TLCC.

DAMAGES. Except as expressly provided by this Limited Warranty, **TLCC SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE USE OR NON-USE OF THE PRODUCT OR COMPONENT PART, OR A CLAIM UNDER THIS AGREEMENT, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE.** Under no circumstances shall the total liability of TLCC, (including its representatives and any parent, subsidiary and/or related entity of TLCC, as well as its officers, directors, managers, employees, agents and servants) for any and all matters, causes or thing whatsoever arising out of or related to this Limited Warranty or the Product exceed the sales price for the Product. The foregoing statements of warranty are exclusive and lieu of all other remedies. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply.

DISCLAIMER. ANY IMPLIED WARRANTY OF MERCHANTABILITY FOR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, IS STRICTLY LIMITED TO THE TERM OF THIS WRITTEN LIMITED WARRANTY. This warranty shall be the sole and exclusive remedy available with respect to this Product. In the event of any alleged breach of any warranty or any legal action brought by any person or entity based on alleged negligence or other tortious conduct by TLCC, the sole and exclusive remedy will be repair or replacement of defective materials as stated above. No dealer and no other agent or employee of TLCC is authorized to modify, extend or enlarge this warranty.

TRANSFER OF LIMITED WARRANTY. This warranty is made by TLCC with only the first Customer of the Product and does not extend to any third parties. The unexpired portion of this limited warranty may not be transferred to subsequent owners of the PRODUCT.

This limited warranty expressly replaces all representations set forth by TLCC with regards to the Product, including but not limited to TLCC's product literature, marketing materials, advertisements, and technical specifications. All terms of this limited warranty are contractual, and not mere recitals, and constitute material terms of this Limited Warranty.

OTHER RIGHTS. Customer's acceptance of delivery of the PRODUCT constitutes Customer's acceptance of the terms of this Limited Warranty. This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights which vary from state to state.

ENTIRE AGREEMENT. This section contains the entire Limited Warranty given by TLCC in respect to the Product and there are no terms, promises, conditions or warranties regarding Customer's Product other than those contained herein. TLCC specifically does not authorize any person or entity to extend the time or scope of this warranty, or to create or assume for TLCC any additional obligation or liability with respect to the Product.

End of Warranty 2021

B. For United Kingdom and EEA Only

**LITTLE CAR COMPANY
LIMITED WARRANTY
[For United Kingdom and EEA Only]**

COVERAGE FOR NEW PRODUCTS. THE LITTLE CAR COMPANY LIMITED (“TLCC”) warrants that a product, designed, manufactured and sold by TLCC (hereinafter referred to as a “Product”), will for a period of twelve (12) months from the date the Product was sold to the first retail Purchaser:

- (i) conform in all material respects with their description and any relevant Specification;
- (ii) be free from defects in material and workmanship;
- (iii) be of satisfactory quality (within the meaning of the Consumer Rights Act 2015); and
- (iv) be fit for any purpose held out by the Manufacturer.

The TLCC twelve (12) month warranty is referred to herein as “the Limited Warranty.” The sole and exclusive remedy under this Limited Warranty for defects in the Product shall be the repair or replacement, in TLCC’s sole discretion, of the defective part or component. This Limited Warranty does not apply to any item that was not designed or manufactured by TLCC, but which may have been sold by TLCC.

COVERAGE FOR SPARE PARTS AND ACCESSORIES. Genuine TLCC spare parts and accessories which are sold and installed on a PRODUCT by an authorized TLCC Representative are covered for twelve (12) months, under the same terms and conditions of this Limited Warranty (hereinafter referred to the “Spare Parts Limited Warranty”). **The Product on which the spare parts and accessories are installed must still be covered by its original Limited Warranty, and the Spare Parts Limited Warranty does not and will not enlarge or expand the terms of the Limited Warranty on the Product.**

NOT COVERED. This Limited Warranty does not apply to, and TLCC shall have no liability or responsibility in respect of, damages or expenses in any of the following events:

1. if any use of a Product exceeds the use, performance. limits or other specifications of the Product;
2. if the Purchaser makes any further use of the Product after giving notice to TLCC as required by this Limited Warranty;
3. if the defect in the Product has arisen because the Customer failed to follow the Manufacturer’s oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Product or (if there are none) good trade practice regarding the same;
4. if the defect arises as a result of TLCC following any drawing, design or Specification supplied by the Customer. For the avoidance of doubt, if the Purchaser decides in their sole discretion that a custom specification as to the paint colour or type applied to a Product does not accord with the Purchaser’s expectation, this shall not constitute a breach of this Limited Warranty. The parties acknowledge and agree that while every effort will be made by TLCC to ensure that a paint job accords with any Purchaser specification, there may be significant differences between the appearance of colours on screen, on other media and on the finished Product;
5. if the Purchaser alters or repairs the Product without the written consent of TLCC;
6. if the defect arises as a result of fair wear and tear, wilful damage, negligence on the part of the Customer, or abnormal storage or working conditions; or
7. if the Product differs from the Specification as a result of changes made to ensure it complies with applicable statutory or regulatory requirements.

The terms implied by either sections 13 to 15 of the Sale of Goods Act 1979 (to the extent applicable) or by the Consumer Rights Act 2015 are, to the fullest extent permitted by law, excluded from the contract.

TLCC reserves the right (i) to contact the Purchaser if TLCC is required by a change in law or regulation to make modifications to the Product and (ii) to arrange, at TLCC's expense, to collect the Product to make such modifications to it as may be required by such changes in law or regulation, and the Purchaser hereby consents to TLCC retaining and using the Purchaser's personal data for this purpose. TLCC agrees to comply with the principles set out in Article 5 of the General Data Protection Regulation in relation to the Customer's personal data retained for this purpose.

FURTHER LIMITATIONS. Seller has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £100,000 per claim and the parties agree that the total liability of Seller shall not exceed the price paid by the Purchaser for the Product. The Purchaser is responsible for making its own arrangements for the insurance of any excess loss in excess of that amount.

Seller acknowledges and the Purchaser agrees that nothing shall have the effect of excluding or limiting Seller's liability for death or personal injury that is caused by the negligence of Seller.

Seller shall not be liable to the Purchaser for any loss of profit, or any direct or consequential loss arising under or in connection with these terms and conditions, whether in contract, tort, breach of statutory duty, or otherwise. Seller's total liability to the Purchaser in terms of all other losses shall in no circumstances exceed the total price paid for the Product by the Customer.

Customer acknowledges that EU regulation / 2009/48/EC states: "Toys shall not be powered by electricity of a nominal voltage exceeding 24 volts direct current (DC) or the equivalent alternating current (AC) voltage, and their accessible parts shall not exceed 24 volts DC or the equivalent AC voltage". Since the Product is powered by electricity up to an equivalent of to 48 volts it cannot be a "toy", either in the context of the ordinary English meaning of the word or for the purposes of EU Regulation 2009/48/EC, and the Product must not be used or treated as a toy by any person.

PROCEDURE. In the event of a defect covered by this limited warranty, the Customer shall contact TLCC or an authorized TLCC representative in writing no more than thirty (30) Business Days from the discovery thereof, or thirty (30) Business Days from the date it reasonably should have been discovered. To obtain warranty service for the Product, a specific and detailed claim must be in writing, reported to and received by TLCC or an authorized TLCC representative in accordance with the terms of this Limited Warranty and within the applicable warranty period.

Upon receipt of the written notice of claim, TLCC or an authorized TLCC representative shall have the right to inspect the Product and the Customer shall, if asked to do so by TLCC, return the Product to TLCC's place of business at TLCC's cost. If covered by this Limited Warranty, TLCC or an authorized TLCC representative shall commence repairs within a reasonable time. Repair methods and procedures shall be at the sole discretion of TLCC. TLCC shall have the option to repair or replace the Product, or refund the price of the Product to the Customer in full.

ADDITIONAL WARRANTY. The Customer may purchase an Additional Warranty from the Manufacturer on terms to be agreed separately between the Manufacturer and the Customer in respect of up to 2 replacements from a range of critical items including specifically the motor, motor controller, axle, contactor, battery, charger, and main electrical loom/harness. On these items, the Additional Warranty will expire upon:

(i) the earlier of two (2) additional years or 3000 km on the odometer, or alternatively

(ii) the earlier of four (4) additional years or 5000 km on the odometer,

in each case as agreed with the Purchaser and each being the Additional Warranty Period. For the avoidance of doubt, the Additional Warranty shall be in the same form and in relation to the same matters as the Limited Warranty and subject to the same exclusions and limitations, and its term shall commence only once the original warranty period of twelve (12) months has expired.

DISCLAIMER. ANY IMPLIED WARRANTY OF MERCHANTABILITY FOR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, IS

STRICTLY LIMITED TO THE TERM OF THIS WRITTEN LIMITED WARRANTY. This warranty shall be the sole and exclusive remedy available with respect to this Product. In the event of any alleged breach of any warranty or any legal action brought by any person or entity based on alleged negligence or other tortious conduct by TLCC, the sole and exclusive remedy will be repair or replacement of defective materials as stated above. No dealer and no other agent or employee of TLCC is authorized to modify, extend or enlarge this warranty.

OTHER RIGHTS. Purchaser's acceptance of delivery of the PRODUCT constitutes Purchaser's acceptance of the terms of this Limited Warranty. This Limited Warranty gives Purchaser specific legal rights, and Purchaser may also have other rights which vary from jurisdiction to jurisdiction.

ENTIRE AGREEMENT. This section contains the entire Limited Warranty given by TLCC in respect to the Product and there are no terms, promises, conditions or warranties regarding Purchaser's Product other than those contained herein. TLCC specifically does not authorize any person or entity to extend the time or scope of this warranty, or to create or assume for TLCC any additional obligation or liability with respect to the Product.