

S P E E D T A I L

Mr. & Mrs. West
VIN 008

1st Spec Session: 20/03/2019

2nd Spec Session: 01/07/2019

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Mr. & Mrs. West VIN 008



Exterior Specification

Paint

Body Panel Zones: Velocity Tri-Tone blend from Volcano Red Gloss 80 GU (at Front) Blended out to Nerello Red (at Rear) Gloss 80 GU. Middle Colour Blend to be mix of both colours - all as per door skin paint sample that customer has signed off against. (Illustration on page 8 to show agreed blend areas - for Darren and paint team use.)
Contour Paint Effect: Contour Pack on standard areas in Agrigon Black blend
Body Side Openings: Painted Carbon Fibre Black Satin 20 GU

Engine Cover

Paint - Engine Cover Zone: Gloss 3K (2x2) Twill - Tinted Red Visual Carbon Fibre with Fade

Carbon Fibre

Contrast Panel Zone: Bespoke 3K (2x2) Twill - Tinted Red Lacquered Gloss 80 GU
Wiper Arm Zone: 3K (2x2) Twill Lacquered Gloss 80 GU
Wiper Cover Zone: 3K (2x2) Twill Lacquered Gloss 80 GU
Hood Intake Duct: Bespoke 3K (2x2) Twill - Tinted Red Lacquered Gloss 80 GU
Luggage Bin: 3K (2x2) Twill Lacquered Gloss 80 GU
Tool Kit Cover: 3K (2x2) Twill Lacquered Gloss 80 GU

Machined Aluminium

Waist Finisher Zone: Galvanic Grey Brushed (K:400) and Polished (Standard High Gloss Finish)
Body Side Camera Zone: Velocity Tri-Tone blend from Volcano Red to Nerello Red Gloss 80 GU

Exhaust

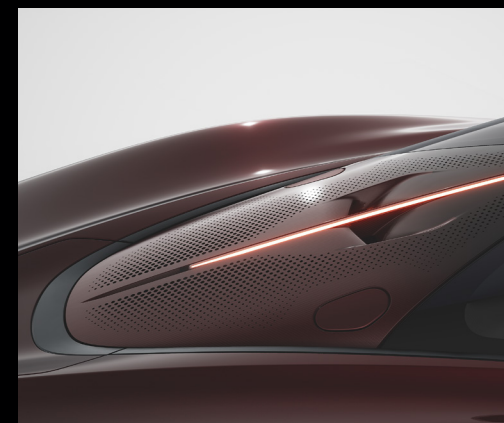
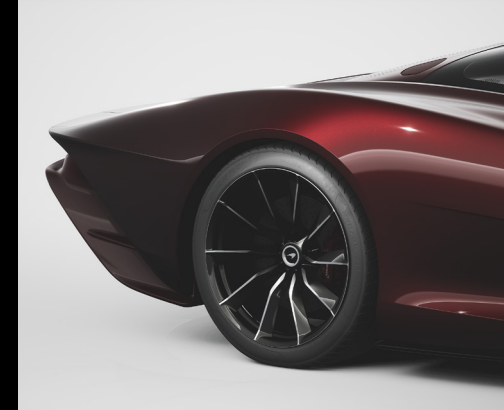
Titanium Exhaust Finisher: Raw Titanium

Badging

Front McLaren Badge: Black Enamel Badge
Rear McLaren Badge: Machined Aluminium
Rear Speedtail Badge: Machined Aluminium

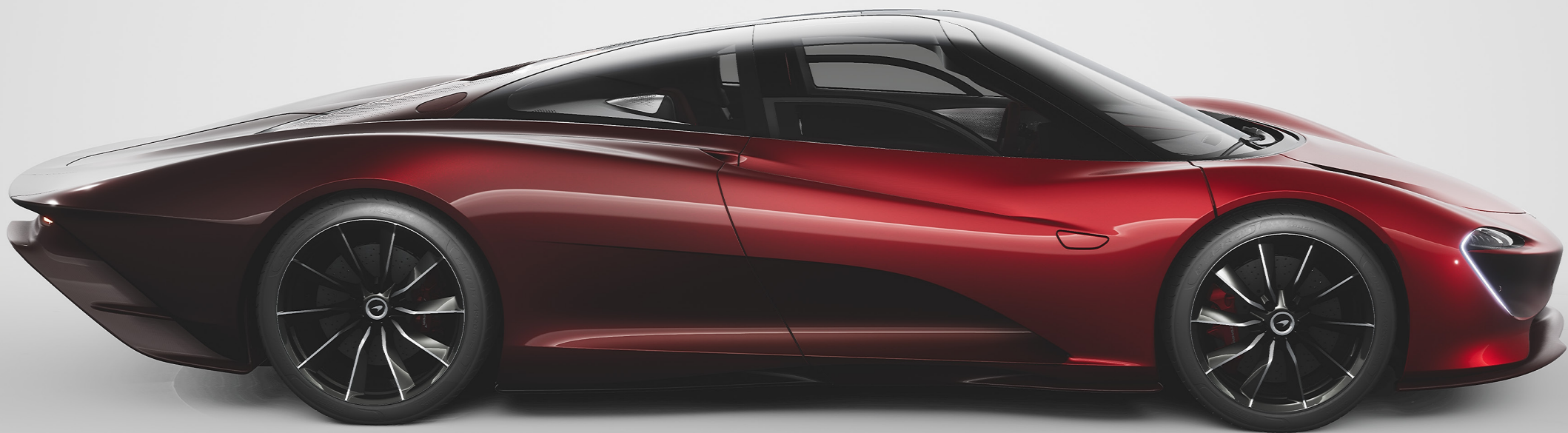
Wheels

Wheel Zone: Gloss Black with Diamond Cut Edge
Front Wheel Cover Zone: Bespoke 3K (2x2) Twill - Tinted Red Lacquered Gloss 80 GU
Caliper Zone: Front - Forged Aluminium - Black Decal Logo - Volcano Red on Front & Nerello Red on Rear Calipers
Tyre Zone: Speedtail Pirelli P Zero

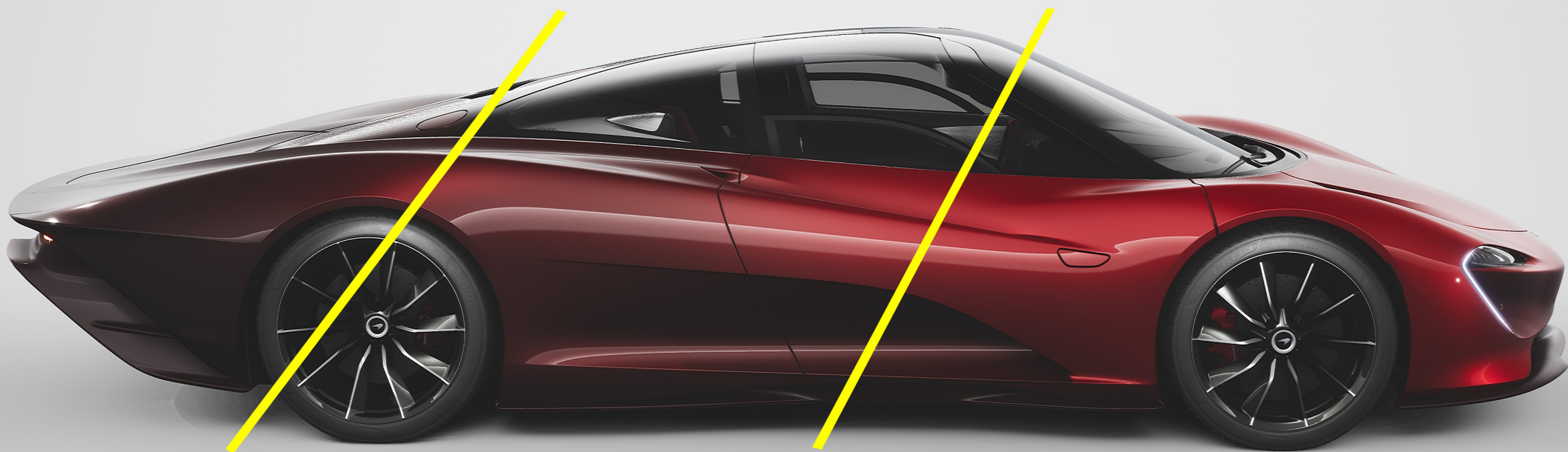








VIN 008 - Agreed Bespoke Tri-Tone Velocity Direction



Interior Specification

Leather

IP Upper with Fade: Nubuck Nerello Red (M3139) 0.8 GU
IP Wing Zone Outer: Nubuck Nerello Red (M3139) 0.8 GU
IP Wing Zone Inner: **Light Weight Semi Aniline Metallic Volcano Red (M3138) 1.4 GU**
Leather/Carbon Steering Wheel Upper: Nubuck Nerello Red 0.8 GU
Steering Wheel Lower & Sides: Nubuck Nerello Red (M3139) 0.8 GU
Driver Zone: **Light Weight Semi Aniline Metallic Volcano Red (M3138) 1.4 GU**
Driver Seat Bolsters: Nubuck Nerello Red (M3139) 0.8 GU
Drivers Flooring Zone: Flooring Leather Jet Black
Passenger Environment: Nubuck Nerello Red (M3139) 0.8 GU
Passenger Seat Back: Nubuck Nerello Red (M3139) 0.8 GU
Passenger Flooring Zone: Flooring Leather Speedtail Black
Openings Zone: Nubuck Nerello Red (M3139) 0.8 GU
Luggage Bins: Flooring Leather Nerello Red 0.8 GU

Seatbelts

Seatbelt Webbing Driver: Carbon Black (0650)
Seatbelt Webbing Passenger: Carbon Black (0650)

Stitch

Steering Wheel Stitch: Volcano Red (Amann:) Serafil 20/3 - Bespoke Stitch
Driver Zone Upper: Nerello Red (Amann:) Serafil 20/3 - Bespoke Stitch
Driver Zone Lower: Nerello (Amann) Serafil 20/3 - Standard Stitch
Drivers Floor: Carbon Black (3476E) Serafil 20/3 - Standard Stitch
Passenger Zone Upper: Nerello (Amann:) Serafil 20/3 - Bespoke Stitch
Passenger Zone Lower: Nerello (Amann) Serafil 20/3 - Standard Stitch
Passenger Floor Zone: Nerello (Amann:) Serafil 20/3 - Bespoke Stitch

Painted Edge

Driver Zone: Painted & Polished Edge Nerello Red
Drivers Floor Zone: Painted & Polished Edge Black (AR 6499/T)
Passenger Zone: Painted & Polished Edge Nerello Red
Passenger Floor Zone: Painted & Polished Nerello Red

Carbon Jewellery Area

Steering Wheel Paddles: 3K (2x2) Twill Lacquered Satin 20 GU
Steering Wheel Clasp: 3K (2x2) Twill Lacquered Satin 20 GU
Porthole Bezel: 3K (2x2) Twill Lacquered Satin 20 GU
Window / Door Bezel: 3K (2x2) Twill Lacquered Satin 20 GU
Driver's Seatback: 3K (2x2) Twill Lacquered Satin 20 GU

Carbon Fibre

Interior Zone: 3K (2x2) Twill Lacquered Satin 20 GU
Drivers Seatback: 3K (2x2) Twill Lacquered Satin 20 GU

Machined Aluminium

Drivers Zone: Zircon Knurled
Steering Wheel Paddle Outer: Zircon Brushed (K:400)
Steering Wheel Paddle Inserts: Zircon Brushed (K:400)
Airvent Cursors: Zircon Brushed
Driver Seatbelt Bezel: Zircon Brushed (K: 400)
Passenger Seatbelt Bezel: Zircon Brushed (K: 400)
A Pillar Demist: Zircon Brushed (K: 400)
Kick Plate Speakers: Zircon Brushed (K: 400)
Seat Clasp: Zircon Brushed (K:400)

Face Vent Zone: Zircon Smooth PVD Coated

Stainless Steel

Door Speaker Zone: Zircon Brushed (Grit: 240)
Passenger Speaker Zone: Zircon Brushed (Grit: 240)

Driver Pedals

Pedals: Aluminium Engineering Detailed Pedals

Seat Treatment

Driver's Seat Back: Lodestar Quilt - Volcano Red (Amann) Serafil 40/3 - Bespoke Stitch
Passenger Seat Back: Lodestar Quilt - Nerello Red (Amann) Serafil 40/3 - Bespoke Stitch

Headrest Graphics

Driver: McLaren Tick Embroidery Nerello Red (Amann:) Serafil 40/3
Passenger: McLaren Tick Embroidery Volcano Red (Amann:) Serafil 40/3











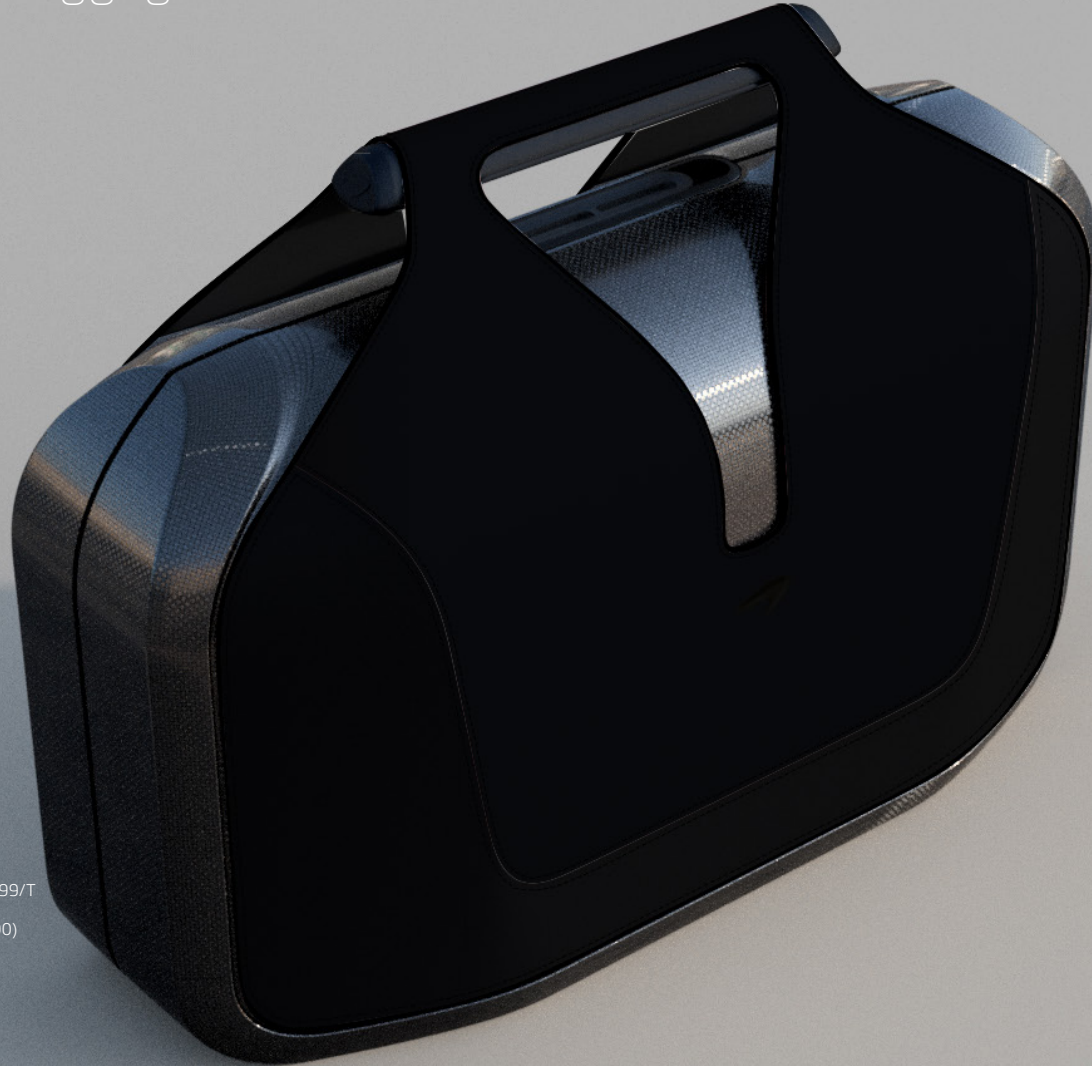
VIN 008 - Bespoke Micro-perforation

McLaren
VIN 008

VIN 008 - Bespoke Titanium Dedication Badge



VIN 008 - 1 Front Luggage



1 x Large Luggage Piece

Luggage

Leather Main Colour Luggage Trim: Semi Aniline Black
Leather Secondary Colour Luggage Trim: Semi Aniline Black
Painted Edge Main Colour: Painted & Polished Edge Black (AR 6499/T)
Carbon Fibre Luggage Shell: 3K (2x2) Lacquered Gloss 80 GU
Machined Aluminium Luggage Brightwork: Zircon Brushed (K: 400)

Luggage will be invoiced seperately

1 x Large Front Luggage Piece

VIN 008 - Volcano Red



Creation Date 29-08-19

Retail Price Excluding Taxes and Delivery (GBP)

McLaren Speedtail £1,750,000

Wheels & Brakes

Speedtail Lightweight Wheel: Gloss Black with Diamond Cut	No Cost Option
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Carbon Contrast Panels

Includes: Front Splitter; Side Skirts; Rear Diffuser; Wiper Cover; Wiper Arm; Headlamp Bezel; Hood Air intake Duct; LTR + HTR Intake Ducts; Under Aileron Panel and Static Wheel Cover

Gloss Tinted Visual Carbon Fibre Contrast Panel in 3K 2X2 Twill	£20,000
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Engine Cover

Faded from Gloss Black Roof to Selected Finish

Gloss Tinted Visual Carbon Fibre Engine Bay Panel in 3K 2X2 Twill	£20,000
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Exterior Luggage Openings (Front and Rear)

Gloss Visual Carbon Fibre in 3K 2X2 Twill	No Cost Option
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Exterior Brightwork

Front Badge: Aluminium with Black Enamel Insert	No Cost Option
Rear McLaren Badge: Aluminium	No Cost Option
Rear Model Name Badge: Aluminium	No Cost Option
Brushed or Polished Finish on any Colour	£10,000

Exhaust and Heatshield

Natural Titanium Finish	No Cost Option
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Interior Specification

Nubuck Leather in Bespoke Colours	£40,000
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Headrests

Personalised Headrest Embroidery	£3,500
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Stitching

Bespoke Colour Stitch Options	£5,000
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Seatbelts

Carbon Black Seatbelts	No Cost Option
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Quilting

Predefined Quilting Design (as per samples)	£5,000
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Painted Edges

Bespoke Painted Edge	£6,000
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Interior Carbon Fibre

Satin Visual Carbon Fibre in 3K 2X2 Twill	No Cost Option
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MSO Bespoke

Tri-Tone Velocity Blend with Contour Pack on Exterior - Volcano Red to Nerello Red. Velocity Tri-Tone blend from Volcano Red Gloss 80 GU (at Front) Blended out to Nerello Red (at Rear) Gloss 80 GU. Middle Colour Blend to be mix of both colours – all as per door skin paint sample that customer has signed off against. (Illustration on page 8 to show agreed blend areas - for Darren and paint team use.) Contour Paint Effect: Contour Pack on standard areas in Agrigon Black blend	£102,725
Bespoke Caliper Colour Development for Volcano Red & Nerello Red	£13,000

GRAND TOTAL

£1,985,225

Ambient Lighting: Door Sill

Personalised Backlit Microperforated Graphics	£10,000
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Interwoven Graphics

Door Inner: No Graphic	No Cost Option
Driver Seat Back: No Graphic	No Cost Option

Carbon Jewellery

<i>Includes: DBE; Steering Wheel Clasp and Paddle Inserts</i>	
Satin Visual Carbon Fibre in 3K 2X2 Twill	No Cost Option

Interior Brightwork

Zircon or Galvanic Grey Machined Anodised Aluminium and PVD Coating	No Cost Option
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Dedication Plate

Standard	No Cost Option
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Key

Keyshells to Match Body Colour	No Cost Option
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SUBTOTAL

£1,869,500

TERMS AND CONDITIONS OF SALE - MCLAREN

These are the Terms and Conditions on which McLaren supplies Vehicles to the Customer. Please read them carefully before submitting an Order Form. These terms set out who McLaren is, how Vehicles are provided to customers, how McLaren and the Customer may change or end the Contract, what to do if there is a problem and other important information.

1. Interpretation

- 1.1. In these Terms and Conditions, the definitions at Schedule 1 shall apply.
- 1.2. Any reference in these Terms and Conditions to any provision of a statute or statutory instrument shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. Basis for Sale

- 2.1. McLaren shall sell and the Customer shall purchase the Vehicle in accordance with the Terms and Conditions and any Special Terms. By submitting an Order Form for the Vehicle, the Customer shall be deemed to have accepted these Terms and Conditions, which shall govern the supply by McLaren to the Customer of the Vehicle.
- 2.2. No variation to these Terms and Conditions shall be binding unless agreed in writing in advance by McLaren's Authorised Representative and the Customer.
- 2.3. McLaren's Employees or agents are not authorised to make any representations concerning the Vehicle unless confirmed by McLaren's Authorised Representative in writing. To the fullest extent permitted by law, in agreeing to these Terms and Conditions and any Special Terms, the Customer acknowledges that it does not rely on, and waives any Claim for breach of, any such representation which is not so confirmed.
- 2.4. McLaren shall not be liable for any advice given by McLaren or its Employees or agents to the Customer or its Employees or agents as to the application, use or otherwise of the Vehicle, unless such advice is confirmed in writing by or on behalf of McLaren's Authorised Representative.
- 2.5. The Customer may contact McLaren by telephoning the Client Services Team at +44 (0)1483 261500 or by writing to us at client.services@mclaren.com. McLaren's complaints handling policy is available at <http://cars.mclaren.com>.

3. Formation of Contract and Specification

- 3.1. The Contract for the supply of the Vehicle shall be formed only

when McLaren signs the Order Form.

- 3.2. The quantity and description of the Vehicle shall be as set out, or referred to, in the Contract.
 - 3.3. The illustrations contained in Vehicle Material are for illustrative purposes only. McLaren cannot guarantee that a device's display of the colours or the printed pictures in any brochure accurately reflect the colour of the Vehicle. The Vehicle may vary slightly from those images. In entering into the Contract, the Customer agrees that it has not relied on, and waives any Claim for breach of any representations that may arise from Vehicle Material.
 - 3.4. In relation to descriptions of the Vehicle contained in Vehicle Material, all sizes, weights, capacities, dimensions and measurements indicated in the Vehicle Material have a small tolerance. McLaren may change the Vehicle:
 - 3.4.1. to reflect changes in relevant laws and regulatory requirements; and
 - 3.4.2. to implement minor technical adjustments and improvements, for example to address a security threat.
 - 3.5. No Contract may be cancelled by the Customer, except with the agreement in writing of the McLaren's Authorised Representative. The Deposit(s) shall be retained by McLaren in the event of cancellation at any point of the Contract by the Customer pursuant to this Clause 3.5.
 - 3.6. Where McLaren identifies a pricing error after the Contract has formed, that could reasonably have been identified by the Customer, McLaren may terminate the Contract and refund the Customer any sums paid.
 - 3.7. The Customer may not assign the Contract (or any part thereof) to any other person.
- ### 4. Price
- 4.1. The Price of the Vehicle shall be specified in the Contract and the Customer shall pay the Price in the currency specified on the Invoice. The Price shall include the Deposit(s) and any balance remaining in respect of the Vehicle ("Balance"). The cost of Delivery will be set out in McLaren price lists.
 - 4.2. The Price is exclusive of value added tax, withholding tax and all other taxes and duties whenever incurred, which shall be payable by the Customer, whether or not known or identified by a Party before or after the Contract.
 - 4.3. The Customer shall be responsible for all international and domestic duties, taxes and shipping, with no deduction for any service or any other charges or fees by any bank or any other entity, whether or not known or identified by a Party before or after the Contract.

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

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

5. Payment

- 5.1. McLaren shall be entitled to invoice the Customer for the Price, Deposit(s), Balance or part thereof at any time. Such invoice shall be payable within the timeframe specified on the applicable invoice. The Customer shall pay the Price, Deposit(s), Balance or part thereof to McLaren, or to such other person as McLaren shall nominate in writing in accordance with the Contract notwithstanding that Delivery shall not have taken place and title to the Vehicle shall not have passed to the Customer. The Customer shall not be entitled to make any deduction from such payment or any other fees owed to McLaren (such as deposits and costs incurred by the Customer for any necessary licenses where the same have been obtained on the Customer's behalf by McLaren) nor shall Customer exercise any right of set-off or contribution howsoever arising. The time of payment of the Price shall be of the essence.
- 5.2. If the Customer fails to make any payment on the due date, without prejudice to any other right or remedy available to McLaren, McLaren shall be entitled to treat the Contract between McLaren and the Customer as repudiated by the Customer and suspend Delivery of the Vehicle to the Customer and, if applicable, claim damages from the Customer and charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of two (2) per cent per annum above the Bank of England's base rate from time to time, until payment in full is made.
- 5.3. Where:
 - 5.3.1. the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order, (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or passes a resolution for its voluntary winding up or has a petition for its compulsory winding up presented against it;
 - 5.3.2. an encumbrancer takes possession of, or a receiver or administrative receiver is appointed to, any of the

property assets of the Customer;

- 5.3.3. the Customer ceases, or threatens to cease, to carry on business; or
- 5.3.4. McLaren reasonably apprehends that any of the events mentioned in this Clause 5.3 are about to occur in relation to the Customer or any other matter which in the opinion of McLaren may prejudice its rights against the Customer,

(without prejudice to any other right or remedy available to McLaren) McLaren shall be entitled to cancel the Contract or suspend Delivery of the Vehicle without any liability to the Customer.

- 5.4. McLaren shall be entitled to cancel the Contract at any time, in which case McLaren's liability shall be limited to a refund of the Deposit(s) to the Customer plus interest on the Deposit(s), at the rate of two (2) per cent per annum above the Bank of England's base rate from time to time, from the date of receipt of the Deposit(s) until payment of the refund is made.

6. Delivery

- 6.1. Subject to the Price having been paid in full in accordance with Clause 5.1, Delivery of the Vehicle shall be at McLaren's Premises seven (7) days after McLaren has notified the Customer that the Vehicle is ready for collection, during Business Hours, on Business Days, unless otherwise agreed by McLaren in writing.
- 6.2. McLaren shall provide the Customer with a date for Delivery during the order process. Any dates quoted for Delivery of the Vehicle are approximate only. McLaren shall use its reasonable endeavours to deliver on the quoted dates but shall not be liable for any loss, cost, damages, charges or expenses caused, directly or indirectly, by delay in Delivery of the Vehicle.
- 6.3. The Customer shall, at the Customer's own expense, be responsible for exportation of the Vehicle from the United Kingdom within all applicable time limits and shall promptly provide to McLaren within two (2) months of the date of the last invoice for, or final payment of, the Balance (whichever is the sooner) such documentation as McLaren may require to evidence the export status of the Vehicle. The Customer shall indemnify McLaren against all actions, expenses, claims, fines, liabilities, costs and demands incurred by McLaren arising out of any failure by the Customer to comply with its obligations pursuant to this Clause 6.3.
- 6.4. If the Customer fails to take Delivery of the Vehicle within seven (7) days of the delivery date notified to it by McLaren or fails to give McLaren adequate delivery instructions at the time stated for Delivery (otherwise than by reason of any event of force majeure or by reason of McLaren's fault), without prejudice to any other right or remedy available to McLaren, McLaren may (at its option);

<p>6.4.1. store, at the Customer's risk and cost, the Vehicle until actual Delivery and charge the Customer for the reasonable costs (including handling and insurance) of storage and further delivery costs; or</p> <p>6.4.2. sell the Vehicle at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) and (i) where the Price and all other sums owed have been paid in full by the Customer and McLaren has received such sums owing, account to the Customer for any excess over the Price under these Terms and Conditions or (ii) charge the Customer for any shortfall below the Price under these Terms and Conditions; and</p> <p>6.4.3. McLaren may terminate this Contract.</p>	<p>8.1. In the course of the supply of the Vehicle, McLaren may collect and process certain personal information about the Customer in accordance with its privacy policy. This privacy policy can be found http://cars.mclaren.com/privacy-policy.</p> <p>8.2. The Customer should contact McLaren if it has any questions or concerns about how McLaren will use and store the Customer's personal information to McLaren's Data Protection Officer by post at McLaren Automotive Limited, McLaren Technology Centre, Chertsey Road, Woking, Surrey, GU21 4YH or by email at dpo@mclaren.com.</p>	<p>11.2. Except as expressly provided in these Terms and Conditions, and to the fullest extent permitted by law, McLaren shall not be liable to the Customer for any loss of profit, loss of business, business interruption or loss of business opportunity (whether such losses or damage were foreseen, foreseeable, known or otherwise), whether direct or indirect, howsoever arising and whether or not caused by McLaren or its Associated Companies, or its or their Employees or agents in connection with the Vehicle or otherwise in connection with these Terms and Conditions.</p> <p>11.3. To the fullest extent permitted by law (and except as expressly provided in these Terms and Conditions), all conditions, warranties, terms and representations expressed or implied by statute, common law or otherwise in relation to the Vehicle are excluded.</p> <p>11.4. Subject to Clause 12 (Force Majeure), where any court or arbitrator determines that McLaren is liable to the Customer for whatever reason:</p> <p>11.4.1. to the fullest extent permitted by law, McLaren's total liability to the Customer in contract, tort (including negligence, save for any liability that cannot be excluded by law which shall be unlimited) or breach of statutory duty, misrepresentation or otherwise, arising in connection with performance or contemplated performance under the Contract will be limited to the Price; and</p> <p>11.4.2. McLaren shall not be responsible to the Customer for any indirect or consequential losses and/or and/or depletion of goodwill and/or consequential loss suffered by any person and/or costs or expenses which arise out of or in connection with the Contract.</p>	<p>13.2. If any provision or part of these Terms and Conditions shall be, or be found by any court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these Terms and Conditions, all of which shall remain in full force and effect.</p> <p>13.3. Any notice hereunder shall be deemed to have been duly given if in writing and delivered by hand or by courier or sent by prepaid first class registered post to the Party concerned at its address as specified below (for McLaren) or in the Contract (for the Customer) or principal place of business or by facsimile. Any notice shall be treated as having been served on delivery if delivered by hand, two (2) Business Days after despatch if sent by courier, on confirmation of transmission if sent by facsimile on a Business Day or on the next Business Day following receipt of transmission if sent on a day other than a Business Day and four (4) Business Days after posting if sent by pre-paid registered mail.</p>
<p>6.5. Unless McLaren has agreed otherwise in writing, the Customer must provide, at the Customer's own expense, adequate and appropriate equipment and manual labour for loading/unloading the Vehicle.</p> <p>6.6. McLaren may suspend the Delivery of the Vehicle to:</p> <p>6.6.1. deal with technical problems or make minor technical changes;</p> <p>6.6.2. update the Vehicle to reflect changes in relevant laws and regulatory requirements; or</p> <p>6.6.3. make changes to the Vehicle as requested by the Customer and agreed to in writing by McLaren.</p> <p>McLaren shall notify the Customer where it suspends Delivery of the Vehicle, unless the problem is urgent or an emergency.</p>	<p>9. Intellectual Property Rights and Publicity</p> <p>9.1. All Intellectual Property Rights in the Vehicle shall belong to McLaren and/or its licensor (as the case may be). The Customer acknowledges and agrees that it shall not acquire or claim any title to any Intellectual Property Rights by virtue of the rights granted to the Customer under these Terms and Conditions nor do or omit to do anything which is likely to prejudice them. The Customer assigns (by way of present and, where appropriate, future assignment) all Intellectual Property Rights in any recommendations, suggestions and/or developments of the Customer in respect of the Vehicle created during the order process.</p> <p>9.2. The Customer shall indemnify and keep indemnified McLaren fully on demand against any and all losses, damages, costs and expenses incurred or awarded against McLaren as a result of a carrying out of any work required to be done to the Vehicle in accordance with the requirements or specification or design request of the Customer (including vehicle liveries) involving an infringement or alleged infringement of any rights of any third party.</p>		<p>McLaren: McLaren Automotive Limited, McLaren Technology Centre, Chertsey Road, Woking, Surrey GU21 4YH</p> <p>For the Attention of: Executive Director – Commercial & Legal</p> <p>Customer: As set out in the Contract</p> <p>For the Attention of: As set out in the Contract</p>
<p>7. Risk and Title</p> <p>7.1. The risk of loss and damage to the Vehicle shall pass to the Customer immediately upon Delivery.</p> <p>7.2. Title to the Vehicle shall not pass to the Customer until such time as either (i) payment of the Price has been made in full; or (ii) Delivery has taken place in accordance with Clause 6.</p> <p>7.3. McLaren shall be entitled to recover payment for the Vehicle notwithstanding that title to the Vehicle has not passed from McLaren.</p> <p>7.4. The Customer shall be responsible for arranging and implementing its own insurance in respect of the Vehicle from Handover.</p> <p>8. Data protection</p>	<p>10. Guidance</p> <p>10.1. McLaren shall procure that the Vehicle is supplied to the Customer with such warranties and other protections as offered to purchasers of vehicles of the same model and type as the Vehicle by the McLaren authorised retailer network provided always that McLaren shall not be obliged to provide any extended or additional warranties to the Customer which the Customer is free to purchase independently from these Terms and Conditions if the Customer so chooses.</p> <p>11. McLaren Liability to the Customer</p> <p>11.1. Nothing in this Clause 11, or otherwise in these Terms and Conditions, shall exclude or in any way limit McLaren's liability to the Customer for: (i) fraud; (ii) death or personal injury caused by McLaren's negligence (including negligence as defined in s.1 Unfair Contract Terms Act 1977), (iii) breach of terms regarding title implied by s.12 Sale of Goods Act 1979 and/or s.2 Supply of Goods and Services Act 1982, or (iv) any liability to the extent the same may not be excluded or limited as a matter of law.</p>	<p>12. Force Majeure</p> <p>In the event that McLaren is unable to supply the Vehicle to the Customer in accordance with these Terms and Conditions due to an event of force majeure, then McLaren shall notify the Customer as soon as possible in writing and take steps to minimise the effect of the delay. Provided that McLaren complies with the foregoing in this Clause 12, McLaren shall not be liable to the extent that such failure to supply is due to an event of force majeure, including (but not limited to) war, fire, floods, accidents, civil disturbance, war, acts of government, governmental regulations, strike, lock-out, labour disputes, transportation difficulties, insurrection, earthquake, riot, or depletion of stocks of raw materials.</p> <p>13. General</p> <p>13.1. Failure by McLaren to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.</p>	<p>13.4. An Associated Company of McLaren may enforce any provision of these Terms and Conditions subject to and in accordance with the provisions of the Act. Except as provided in this Clause 13.4, a person who is not a party to these Terms and Conditions has no rights under the Act to enforce any provision of these Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from the Act.</p> <p>13.5. These Terms and Conditions and the documents referred to herein contain all the terms agreed between the Parties regarding its subject matters and supersede any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to the Contract. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into these Terms and Conditions unless such untrue statement was made fraudulently, and that Party's only remedies shall be for breach of contract as provided in these Terms and Conditions.</p> <p>13.6. Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.</p> <p>13.7. These Terms and Conditions shall be governed by and construed in accordance with English law.</p>

13.8. The Parties hereby submit to the exclusive jurisdiction of the English Courts, provided that McLaren may sue the Customer in the courts of any country, such proviso being for the sole benefit of McLaren.

13.9. The Customer shall raise any complaint in respect of the Vehicle and/or these Terms and Conditions with McLaren in accordance with McLaren's complaint handling policy and/or by way of notice in accordance with Clause 13.3. In the event that the Customer is dissatisfied with how their complaint has been handled, the Customer may submit a complaint to the Motor Ombudsman via their website at <https://www.themotorombudsman.org/consumers/make-a-complaint>. Making a complaint through the Motor Ombudsman will not limit the Customer's ability to exercise its rights under Clause 13.8.

SCHEDULE 1

DEFINITIONS

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

“**Associated Companies**” means a subsidiary, a holding company or a subsidiary of any such holding company (in each case as these terms are defined in section 1159 of the Companies Act 2006 as amended from time to time);

“**Authorised Representative**” means a commercial manager or director of McLaren;

“**Balance**” shall be as defined in Clause 4.1;

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

“**Business Hours**” means 9.30am to 5.30pm GMT on a Business Day;

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

“**Contract**” means these Terms and Conditions, the Order Form (including the Specification) and the Invoice;

“**Customer**” means the person named in the Contract;

“**Delivery**” shall mean delivery of the Vehicle by making it available for collection by the Customer at McLaren's Premises in accordance with Clause 6.1, unless otherwise agreed in writing in accordance with Clause 6.1;

“**Deposit(s)**” means the deposit(s) to be paid by the Customer to McLaren as specified in the Invoice;

“**Employees**” mean employees, officers and contractors;

“**Handover**” means the point at which the Customer or an individual on the Customer's behalf collects the Vehicle after Delivery;

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

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

“**McLaren**” means McLaren Automotive Limited, a company incorporated in England and Wales (registered company number: 1967717), whose registered office address is at McLaren Technology Centre, Chertsey Road, Woking, Surrey GU21 4YH. Its registered VAT number is GB 974 8370 73;

“**McLaren's Premises**” means McLaren Technology Centre, Chertsey Road, Woking, Surrey GU21 4YH;

“**Order Form**” means the order form submitted by the Customer containing the Customer's request to order the Vehicle;

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

“**Price**” means the price to be paid by the Customer to McLaren for the Vehicle as specified in the Contract (including any Deposit(s));

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

“**Specification**” means the specification for and description of the Vehicle as listed in the Contract;

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

“**Vehicle**” means the McLaren Speedtail as stated in the Contract;

“**Vehicle Material**” means catalogues, price lists, websites and other leaflets or descriptive matter produced by McLaren or on McLaren's behalf; and

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

Signature (customer)

Print name

Date

Preferred Retailer

Signature (McLaren)

Conditions of Sale: This Order Form is placed by the Customer with McLaren Automotive Limited subject to the acceptance by the Customer of the Terms and Conditions of Sale - McLaren Speedtail included herein. Please sign this Order Form only if you wish to be legally bound by such Terms and Conditions.