



**THE LITTLE CAR COMPANY  
TERMS AND CONDITIONS OF SALE AND SUPPLY**

**1. INTERPRETATION**

**1.1 Definitions:**

**Additional Warranty:** a specific additional warranty cover which the Customer may purchase as an optional extra cover for critical items in accordance with Clause 5.8, separately from the general warranty in Clause 5.1.

**Annex(es):** the Annexes to this Contract, which form part of and are incorporated into this Contract.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Build Slot:** a reservation to have a Vehicle built for the Customer by the Manufacturer. 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 Manufacturer agree each Build Slot or Build Slots shall be particular and personal to each Customer and shall not be transferable in any way.

**Collection:** the date and time at which the Customer collects the Goods from the Manufacturer's warehouse.

**Conditions:** the terms and conditions of sale and supply as set out in this document as amended from time to time in accordance with Clause 11.4.

**Contract:** the contract between the Manufacturer and the Customer in the form of these terms and conditions, the sale and purchase and supply of the Goods in accordance with these Conditions, and for the avoidance of doubt the terms "Conditions" and "Contract" may be used interchangeably with reference to this document.

**Customer:** the person or company contracting for Goods and/or services, as applicable, to be supplied by the Manufacturer.

**Delivery:** the date and time at which the Goods arrive at the Customer's preferred address or such other location as notified to the Manufacturer and/or the Logistics specialist (as applicable)

**Deposit:** the amount per Vehicle notified to the Customer via a deposit invoice from the Manufacturer, being a payment of £5,000 (GBP) (or such other amount agreed between the Customer and the Manufacturer) plus any applicable taxes thereon (the Manufacturer to notify the Customer in advance of the amount and nature of any such taxes) paid by the Customer to the Manufacturer in order to secure a Build Slot for a Vehicle. For the avoidance of doubt, if a Customer orders more than one Vehicle, then the Customer shall pay a Deposit for each Vehicle so ordered.

**Force Majeure Event:** an event or circumstance beyond a party's reasonable control.

**Goods:** the Vehicle or Vehicles as set out in the Order and as further modified from time to time by any Specification.

**Logistics specialist:** any company specialised in transporting, exporting and importing goods, including but not limited to the Goods or Vehicles, as recommended from time to time by the Manufacturer to the Customer and engaged for the purpose of delivering Goods to Customers.

**Manufacturer:** The Little Car Company Limited (trading as The Little Car Company), a company incorporated in England and Wales with company registration number 11755294, being the vendor and Manufacturer of the Goods to the Customer, or the successor in title of The Little Car Company from time to time.

**Order:** the Customer's order for the Goods, as set out in the Customer's written acceptance of the Manufacturer's quotation, or overleaf, as the case may be, and including the completed order form for the Specification signed by the Customer and delivered to the Manufacturer with the relevant payment for the Goods to be made pursuant to the terms of the Order invoice.

**Sale and purchase completion:** subject always to the satisfaction of any conditions precedent, the date and time at which the Goods are collected from the Manufacturer's warehouse in the United Kingdom either (i) by or on behalf of the Customer, or (ii) by the Logistics specialist for delivery to a location specified by the Customer.

**Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Manufacturer.

**The Little Car Company:** the Manufacturer.

**Vehicle:** the DB5 Junior, built under licence by the Manufacturer on behalf of Aston Martin Lagonda Limited.

**1.2 Interpretation:**

(a) a reference to a statute or statutory provision is a reference

to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

**(b)** any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**(c)** a reference to **writing** or **written** includes emails.

## 2. BASIS OF CONTRACT

**2.1** These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**2.2** The Annexes to this Contract are incorporated in and form part of this Contract and the parties agree to be bound by the terms and conditions as set out in the Annexes.

**2.3** The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

**2.4** The Order shall only be deemed to be accepted and the Manufacturer's obligation to reserve a Build Slot for the Customer to arise when the Customer has sent, and the Manufacturer has received, payment of the Deposit into the account nominated by the Manufacturer from time to time.

**2.5** The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

**2.6** Any samples, drawings, descriptive matter or advertising produced by the Manufacturer and any descriptions or illustrations contained in the Manufacturer's catalogues, brochures, website or other advertising material are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

**2.7** A quotation for the price of the Goods and any related Specification given by the Manufacturer shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

## 3. GOODS

**3.1** The Goods are described in the Customer Document attached as Annex 1, as further modified by any Specification.

**3.2** To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Manufacturer 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 the Manufacturer in connection with any claim made against the Manufacturer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Manufacturer's use of the Specification. This Clause 3.2 shall survive termination of the Contract.

**3.3** The Manufacturer reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

## 4. COLLECTION AND DELIVERY

**4.1** The Manufacturer shall make the Goods available for collection at the Manufacturer's warehouse in the United Kingdom. Other than as set out in this clause, the Customer is responsible for collecting the Goods and delivering the Goods to the Customer's preferred location. If the Customer does not elect to collect the Goods from the Manufacturer's warehouse in the United Kingdom, the Manufacturer shall introduce and recommend a Logistics specialist to the Customer and the Logistics specialist shall arrange delivery of the Goods to the Customer, upon the Customer's written notification to the Logistics specialist of the Customer's preferred delivery location.

**4.2** Whether the Customer chooses to collect the Goods in person at the Manufacturer's warehouse in the United Kingdom or through the Logistics specialist; in each case, within three Business Days of the Manufacturer notifying the Customer that the Goods are ready; the Customer or the Logistics specialist shall ensure that on the Goods' packaging is clearly and visibly stated the following wording: **THIS VEHICLE IS BATTERY POWERED AND MUST NOT BE USED ON PUBLIC ROADS.**

**4.3** If the Customer fails to agree Collection of the Goods within three Business Days of the Manufacturer notifying the Customer that the Goods are ready (a "**Collection Notice**") or fails to collect the Goods on the agreed date at the Manufacturer's warehouse in the United Kingdom, (i) except where such failure or delay is caused by a Force Majeure Event or the Manufacturer's failure to comply with its obligations under the Contract, and (ii) provided also that the Customer has notified the Manufacturer within three Business Days of receipt of the Collection Notice that the Customer will not be able to collect the Goods as contemplated, then subject to clause 4.3 below the Manufacturer shall arrange storage of the Goods until such date as Collection takes place, and shall invoice the Customer for all related costs and expenses of storage (including but not limited to insurance and Collection costs for the Goods).

**4.4** If 30 Business Days after the date of the Collection Notice delivered pursuant to clause 4.2 above, the Customer has not

collected the Goods, the Manufacturer may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage, reconfiguration and selling costs, charge the Customer for any shortfall in profit below the price of the Goods paid by the Customer as at that date.

**4.5** Certain safety restrictions exist for items or components that may be included within the Goods, including but not limited to those set out in Annex 2.

**4.6** The parties agree that if the Customer elects not to make a Collection of the Goods, the Customer shall be responsible for the delivery of the Goods to their preferred location, notwithstanding that the Logistics specialist shall collect and deliver the Goods on behalf of the Customer. While the Manufacturer shall procure that the Logistics specialist shall use all reasonable commercial efforts to ensure delivery of the Goods to the Customer, the Customer accepts that it may not be possible to deliver such items to all addresses worldwide. Therefore, Customers shall review Annex 2 and shall take their own advice to determine if the Customer's jurisdiction or intended location of delivery imposes or is likely to impose any restriction or other impediment to delivery of the Goods. The Manufacturer reserves the right to amend at any time the terms of Annex 2 upon notice to the Customer in the event that a change in law or regulation imposes new or modified safety restrictions upon any of the Goods manufactured now or in the future by the Manufacturer.

**4.7** The Customer acknowledges and agrees to assume responsibility for all and any additional costs or actions that may be required now or in the future arising from law or regulation (whether current at the date of the Contract or enacted hereafter) relating to the collection, export, forwarding, import and delivery of the Goods to whatsoever jurisdiction the Customer takes the Goods (or to which the Goods may be delivered, as applicable) as may be specified by the Customer including but not limited to any costs falling due pursuant to clause 7.11 below. Solely for the purpose of enabling the other party to manage any situation it might face, each party agrees to notify the other party as soon as practicable upon becoming aware of any such additional costs or actions and agrees to negotiate in good faith to resolve any impediment to the fulfilment of the Contract according to its terms arising therefrom.

## **5. QUALITY**

**5.1** The Manufacturer warrants that on Sale and purchase completion and for a period of 12 months from the date of Sale and purchase completion (**Warranty Period**), the Goods shall:

- (a) conform in all material respects with their description and any applicable Specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Consumer Rights Act 2015); and

(d) be fit for any purpose held out by the Manufacturer.

**5.2** Subject to Clause 5.3, if:

- (a) the Customer gives notice in writing to the Manufacturer during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 5.1; such reasonable time not to exceed 30 Business Days from the date of Sale and purchase completion;
- (b) the Manufacturer is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Manufacturer) returns such Goods to the Manufacturer's place of business at the Manufacturer's cost,

the Manufacturer shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

**5.3** The Manufacturer shall not be liable for the Goods' failure to comply with the warranty set out in Clause 5.1 in any of the following events:

- (a) if the Customer makes any further use of such Goods after giving notice in accordance with Clause 5.2;
- (b) if the defect arises because the Customer failed to follow the Manufacturer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) if the defect arises as a result of the Manufacturer following any drawing, design or Specification supplied by the Customer. For the avoidance of doubt, if the Customer decides in their sole discretion that a custom specification as to the paint colour or type applied to a Vehicle does not accord with the customer's expectation, this shall not constitute a breach of the warranty set out in clause 5.1 above. The parties acknowledge and agree that while every effort will be made by The Little Car Company to ensure that a paint job accords with any Customer specification, there may be significant differences between the appearance of colours on screen, on other media and on the finished Vehicle;
- (d) if the Customer alters or repairs such Goods without the written consent of a Director of the Manufacturer;
- (e) if the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) if the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

**5.4** Except as provided in this Clause 5, the Manufacturer shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 5.1.

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

**5.6** The Little Car Company may at its option repair or replace any defective Vehicle, or alternatively refund the price of the defective Vehicle in full. The Little Car Company reserves the right (i) to contact the Customer if The Little Car Company is required by a change in law or regulation to make modifications to Vehicles and (ii) to arrange, at The Little Car Company's expense, to collect the Vehicle to make such modifications to it as may be required by such changes in law or regulation, and the Customer hereby consents to The Little Car Company retaining and using the Customer's personal data for this purpose. The Little Car Company 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.

**5.7** These Conditions shall apply to any repaired or replacement Goods supplied by the Manufacturer.

**5.8** 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:

- (a) the earlier of two (2) additional years or 3,000 km on the odometer; or alternatively,
- (b) the earlier of four (4) additional years or 5,000 km on the odometer;

in each case from the sale and purchase completion (the **Additional Warranty Period**).

For the avoidance of doubt, the Additional Warranty for those critical items shall:

- (i) be in the same form and in relation to the same matters asset out in paragraphs (a) to (d) inclusive (*mutatis mutandis*) of clause 5.1; and,
- (ii) commence once the warranty given in clause 5.1 above expires, *mutatis mutandis*, and only the provisions in clauses 5.2 to this 5.8 shall apply to the Additional Warranty, again *mutatis mutandis*.

## **6. TITLE AND RISK**

**6.1** The risk in the Goods shall pass to the Customer on Sale and purchase completion.

**6.2** As a condition precedent to Sale and purchase completion, title to the Goods shall not pass to the Customer and Sale and completion cannot occur until (i) the Manufacturer receives payment in full (in cleared funds) for the Goods in respect of which payment has become due and (ii) either the Customer or the Logistics specialist has Collected the vehicle, in which case

title to the Goods shall pass at the time when both the payment of all such sums has been received and when the Customer or the Logistics specialist (as applicable) has Collected the vehicle.

**6.3** Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Manufacturer's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of collection;
- (d) notify the Manufacturer immediately if it becomes subject to any of the events listed in Clause 8.1; and
- (e) give the Manufacturer such information relating to the Goods as the Manufacturer may require from time to time.

## **7. DEPOSIT, PRICE AND PAYMENT**

**7.1** The Manufacturer shall raise and send to the Customer a deposit invoice, stating the amount of the Deposit. On or before the day falling 7 Business Days from the date of the Deposit invoice (the **Deposit Payment Period**). The Customer shall pay the Deposit to the Manufacturer by paying an amount equal to the Deposit into the account nominated by the Manufacturer in writing from time to time. When the Customer has paid the Deposit pursuant to this Clause 7.1, the Manufacturer shall allocate a Build Slot to the Customer.

**7.2** If the Manufacturer has not received the Deposit from the Customer before the expiry of the Deposit Payment Period, the Manufacturer shall have the right immediately to terminate these Conditions in their entirety and to allocate the Build Slot intended for the Customer to an alternative customer.

**7.3** The Manufacturer shall request an Order from the Customer, such Order to include any relevant Specification, which the Customer shall provide in writing to the Manufacturer. The Customer shall submit the completed Order to the Manufacturer in writing. Upon receipt of such Order from the Customer, the Manufacturer shall raise an invoice for the Customer (the **Order invoice**). If the Customer has not elected to collect the Goods pursuant to clause 4.1, then (i) the Manufacturer shall instruct the Logistics specialist to raise an invoice for the Manufacturer in respect of the delivery, applicable tax and customs charges, and any and all additional costs for the delivery of the Goods to the Customer (the **Logistics invoice**), and (ii) either an amount equal to the amount of the Logistics invoice shall be added to the Order invoice, or the Manufacturer shall raise a separate invoice for the Customer in an amount equal to the amount of the Logistics invoice. The Manufacturer shall send the Order invoice (and, if applicable, either the Logistics invoice or an invoice in an equivalent amount) to the Customer and the Customer shall pay the total aggregate amount of the invoices to the Manufacturer by paying an amount equal to the amount

of the invoices received by the Customer into the account nominated by the Manufacturer in writing from time to time.

**7.4** The Deposit shall be refundable in full at the request of the Customer until such time as the Customer has paid the Order invoice. If the Customer has not paid the Order invoice on or before the date falling 30 Business Days after the date of the Order invoice, the Manufacturer shall have the right immediately to terminate these Conditions in their entirety and (i) to return the Deposit to the Customer and (ii) to allocate the Build Slot intended for the Customer to an alternative customer.

**7.5** If after the date of the Order invoice the Customer elects to amend its Order in any way, or if the costs associated with the delivery of the Goods materially increase, then the Manufacturer and/or the Logistics specialists shall have the right to further revise and amend the Order invoice (**the Revised Order Invoice**) and to deliver the Revised Order invoice to the Customer. The Customer shall pay the total aggregate amount of the Revised Order invoice to the Manufacturer by paying an amount equal to the amount of the Revised Order invoice into the account nominated by the Manufacturer in writing from time to time.

**7.6** From the date upon which the Manufacturer receives the Order from the Customer, any additional changes made to the Specification by the Customer shall carry an additional cost. The Manufacturer 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 Goods in accordance to the revised Specification unless and until any such additional costs are agreed with the Customer.

**7.7** If at any time between the date upon which the Customer pays the Deposit to the Manufacturer 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 the Manufacturer at [db5@thelittlecar.co](mailto:db5@thelittlecar.co) together with the Customer's full details and instructions as to the return of the Deposit monies. The Manufacturer shall return the Deposit in GBP on or before the date falling 14 calendar days after the Manufacturer has received the Deposit Refund Request to the same bank account from which the Deposit was received. As soon as the Manufacturer has sent the Deposit to the Customer following receipt of a Deposit Refund Request, this Contract shall automatically terminate and the Manufacturer may allocate that Customer's Build Slot to an alternative customer.

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

**7.9** The Customer shall bear any and all currency exchange risk up to and until the Collection of the Goods pursuant to Clause 4 above.

**7.10** The price of the Goods shall be the price set out in the Order invoice or the Revised Order invoice (as applicable), or, if

no price is quoted, either the price set out in the Manufacturer's published price list in force as at the date of delivery or such price as may be notified to the Customer by the Manufacturer from time to time.

**7.11** The Manufacturer 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 Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond the Manufacturer's control, including but not limited to foreign exchange fluctuations (the risk of which shall be borne by the Customer pursuant to Clause 7.9 above), increases in taxes and duties and customs processing costs, and increases in labour, materials and other manufacturing costs;
- (b) any request by the Customer to change the Order, including but not limited to the date of Sale and purchase completion, quantities or types of Goods ordered, or the Specification (subject always to Clause 7.6 above);
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Manufacturer or Logistics specialist adequate or accurate information or instructions, 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 Contract or enacted hereafter) relating to the export, import and delivery of the Goods to the jurisdiction of delivery of the Goods as specified by the Customer, pursuant to clause 4.5 above.

The parties agree to discuss in good faith and agree any changes to the price of the Goods arising from this clause 7.11, including but not limited to any changes required to be made during such time as the Goods are in transit to the Customer.

**7.12** The price of the Goods:

- (a) excludes amounts payable in respect of any appropriate costs required to be added to the price of the Goods 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 the Manufacturer at the prevailing rate; and
- (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which are the responsibility of the Customer and/or its Logistics specialist (as applicable); and
- (c) will for the avoidance of doubt exclude import taxes and duties, tariffs, customs processing fees, additional logistical costs, related professional fees, and other relevant costs, which are the responsibility of the Customer and its Logistics specialist.

**7.13** The Customer shall send their Order to the Manufacturer (including, for the avoidance of doubt, full payment for the Goods together with any additional costs and taxes) within the time period as specified in the Order invoice. Payment shall be made to the bank account, as nominated in writing by the Manufacturer or Logistics specialist. The timing of payment is of the essence. The Manufacturer shall not make any final Specifications to the Goods and shall not complete final production of the Goods unless and until the

Manufacturer receives full payment of the amounts in the Order pursuant to this Clause.

**7.14** If the Customer fails to make any payment due to the Manufacturer under the Contract by the due date for payment, then the Manufacturer shall have the right to sell the Goods intended for the Customer to an alternative customer.

**7.15** The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Manufacturer 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 the Manufacturer to the Customer.

## **8. TERMINATION**

**8.1** Without limiting its other rights or remedies, the Manufacturer may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within twenty-one (21) days of that party being notified in writing to do so;

(b) the Customer, including but not limited to its directors or its shareholders, takes any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(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) in the case of a Customer who is a natural or non-natural person, the Customer's financial position deteriorates to such an extent that in the Manufacturer's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(e) in the case of a Customer who is a natural person, in any jurisdiction, the Customer takes any step towards personal insolvency, administration, liquidation, receivership, asset repossession, or composition or arrangement with its creditors (other than one that provides ongoing solvency).

**8.2** Without limiting its other rights or remedies, the Manufacturer may with immediate effect suspend or cancel provision of the Goods under the Contract or any other contract between the Customer and the Manufacturer if the Customer becomes subject to any of the events listed in Clause 8.1(a) to Clause 8.1(e), or the Manufacturer 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 Contract on the due date for payment.

**8.3** Without limiting its other rights or remedies, the Manufacturer may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

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

**8.5** Termination of the Contract 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 Contract that existed at or before the date of termination.

**8.6** Any provision of the Contract 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.

**8.7** In addition to and not to the exclusion of any of the termination rights set out above, the Manufacturer may terminate this Contract 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, the Manufacturer shall refund the Deposit and any Order invoice payments made prior to the date of the Termination Notice to the Customer, in accordance with this Contract, especially Clause 7, within 14 Business Days of the date of the Termination Notice.

## **9. LIMITATION OF LIABILITY**

**9.1** Nothing in these Conditions shall limit or exclude the Manufacturer's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) its own fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979, where applicable;

(d) defective products under the Consumer Rights Act 2015; or

(e) any matter in respect of which it would be unlawful for the Manufacturer to exclude or restrict liability.

**9.2** Subject to Clause 9.1:

(a) the Manufacturer shall under no circumstances whatsoever

be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) the Manufacturer's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

## 10. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for twelve (12) months, the party not affected may terminate this Contract by giving fourteen (14) Business Days written notice to the affected party.

## 11. GENERAL

### 11.1 Assignment and other dealings.

(a) The Manufacturer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights, obligations or remedies under the Contract.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights, obligations or remedies under the Contract without the prior written consent of the Manufacturer.

### 11.2 Confidentiality.

(a) Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or Manufacturers of the other party or of any member of the group to which the other party belongs, except as permitted by Clause 11.2(b). 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.

(b) Each party may disclose the other party's confidential information:

(i) 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 11.2; and

(ii) as may be required by law, a court of competent jurisdiction

or any governmental or regulatory authority.

(c) 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.

### 11.3 Entire agreement.

(a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written, oral or implied by law or regulation, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

### 11.4 Variation.

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### 11.5 Waiver.

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 11.6 Severability.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, only the relevant provision or part-provision shall be deemed deleted.

Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

### 11.7 Notices.

a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified

to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email (with a copy to any such person as may be notified by one party to the other from time to time).

b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 11.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

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

**11.8 Third party rights.**

No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

**11.9 Governing law.**

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance exclusively with the law of England and Wales.

The Customer accepts that despite orders being placed on the Internet, as part of a distance selling practice, the negotiations for the sale and purchase of The DB5 Junior have been in English and are considered to have taken place in the United Kingdom as the perfecting element of the contract is deemed to be the moment when the Customer or Logistics specialist collect the Goods at the Manufacturer's warehouse in the United Kingdom. Therefore, the Customer accepts that all manuals and instructions are written and will be provided in English. This means that the Customer releases and holds the Manufacturer harmless from any obligation to provide manuals or instructions in a different language other than English.

**11.10 Jurisdiction.**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

Buyer Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of The Little Car Company Limited:



\_\_\_\_\_  
Email: db5@thelittlecar.co

Date: 27/08/2020

The Little Car Company Limited  
Registered Company 11755294 in England & Wales  
Registered Address: The Little Car Company At Runway  
East 66 Old Compton Street, Soho, London, England, W1D  
4UH

## Annex 1

### Customer Document

#### **The Aston Martin DB5 Junior**

Arguably the most famous car in the world, the iconic DB5 secured its place in automotive history partly thanks to its on-screen role as secret agent James Bond's car of choice. Coveted by car enthusiasts around the world, DB5 ownership has historically been the preserve of the lucky few. In 2020, more than 50 years on from its initial launch, the DB5 will be reimaged for the modern era.

At around 3m long, and 1.1m wide, the DB5 Junior is designed to easily accommodate an adult and a child side by side, to allow different generations to share the love of driving. The Aston Martin DB5 Junior will be built to 66% scale of the original and will feature a rear-wheel-drive, fully electric powertrain and multiple driving modes. Just like the original, only 1,059 of the models will be made, providing a rare opportunity for fans of the marque to own a piece of history.

#### **Nostalgia meets innovation**

As an official Aston Martin model, the DB5 Junior will pay homage to the rich history of the brand. Each of the limited-edition vehicles produced will feature classic Aston Martin badges, Silver Birch paintwork (as standard) and Smiths instruments as well as individually numbered chassis plates. In tribute to Aston Martin's more recent technological advances, the DB5 Junior will include swappable lithium-ion battery packs and regenerative braking.

The junior car also has three integrated selectable driving modes; Novice, Expert and Race. A Novice mode with just 1kW / 1.3 bhp of power for less experienced drivers with a 12 mph (19 kmh) top speed and remote kill switch. The Expert mode is provided for more experienced drivers with 5kW / 6.7bhp of power and a 30mph (48kmh) top speed. Finally, Race mode is a "Balance Of Performance" (BOP) setting which allows the acceleration and top speed of the vehicle to be aligned with other Little Car Company models for competition on an even playing field.

The Vantage model of the original DB5 was known for its serious performance upgrade. Now, the DB5 Vantage Junior takes the pace up a further level too. Whilst this elite model has the three driving modes of the standard car, there is also a fourth; Vantage mode, operated by a hidden missile switch which doubles the power output to 10kW / 13.4 bhp and increases the top speed to a still unconfirmed level. This output is now delivered to the wheels through a Limited-Slip Differential (LSD) to improve traction at high speed. Performance is further enhanced by the lightweight carbon fibre body and a second battery pack, doubling the range to 20-40 (32-64km) depending on driving style.

#### **Own a piece of history**

Owners will be invited to customise their DB5 Juniors either with a range of period-correct exterior and interior colours or perhaps delve into Aston Martin's contemporary palette, to match their full-size car. The cars will also come with a range of optional accessories including flight cases, additional batteries, covers, toolkits and custom number plates.

Production commences in the UK in 2021, with deliveries taking place worldwide over the next two years. All final specifications to be confirmed before production commences.

## **Annex 2**

### **Items with restrictions on transportation due to safety considerations**

The DB5 Junior is powered by a removable Lithium Ion battery pack. Batteries can be a source of dangerous heat, sparks or fire and certain restrictions apply to their transport which can vary by country.

Some logistics providers have restrictions on the final destinations that they will deliver Lithium Ion batteries to, and customers should be aware that there may be additional challenges in delivering battery packs to these locations.

Countries which we can currently confirm that we can deliver batteries to are included below in the Green and Amber lists, but may be subject to change. Customers on the Amber list may need to make local arrangements for battery delivery from a Postcode which is served.

If your intended final location is currently is in the Red List, alternative arrangements may need to be made. The DB5 Junior team and its logistics partners will work with you to find alternative arrangements, but a worst case scenario is that we will only be able to deliver the powerpack for your car to a Green or Amber location.

The Manufacturer reserves the right to amend the terms of this Annex 2 upon notice to the Customer in the event that a change in law or regulation imposes new or modified safety restrictions upon any of the Goods manufactured now or in the future by the Manufacturer.

All Postcodes (Green List)	Some Postcodes (Amber List)	Unknown (Red List)
Austria	Aruba	All other countries
Belgium	Bahamas	
Czech Republic	Barbados	
Denmark	Brazil	
Finland	Canada	
France	Colombia	
Germany	Croatia	
Israel	Grenada	
Italy	Hungary	
Japan	India	
Luxembourg	Ireland	
Malaysia	Jamaica	
Netherland	Lithuania	
Poland	Mexico	
Puerto Rico	Norway	
Singapore	Portugal	
South Korea	Saint Kitts and Nevis	
Sweden	Saint Lucia	
Switzerland	Saint Vincent	
Taiwan	Slovakia	
Thailand	Slovenia	
United Kingdom	Spain	
USA (except Alaska & Hawaii)	Trinidad and Tobago	
	United Arab Emirates	

### Annex 3

#### **SUPPLY OF GOODS AND USAGE FOLLOWING COMPLETION OF SALE AND PURCHASE**

1. The Customer's attention is drawn in particular to the provisions of clauses 3, 4 and 5 below. For the purposes of this Annex 3, the terms "Manufacturer", "The Little Car Company", "us" and "we" shall be used interchangeably and shall include any successor in title of The Little Car Company. The terms "Customer" and "you" shall be used interchangeably and shall include any successor in title of the Customer.
2. In consideration of the supply of the Vehicle or Vehicles, being the Goods purchased pursuant to the Contract (for the purposes of this Annex 3, the "Vehicle") and the mutual obligations and undertakings herein, the parties to the Contract have agreed as follows. By entering into the Contract, the Customer acknowledges and has agreed to be bound by the terms and conditions of supply as set out in this Annex 3 and by any operating manual or instructions supplied with the Vehicle or otherwise provided to you by the Little Car Company. Provided that all relevant conditions precedent are satisfied, Sale and purchase completion shall occur when the Customer either in person or through a Logistics specialist collects the vehicle from the Manufacturer's warehouse in the United Kingdom. Unless stated otherwise in writing by the Customer, by agreeing to these terms and conditions the Customer delegates The Little Car Company in its complete discretion to unilaterally choose a reliable Logistics specialist to collect, transport, export, import and deliver the Vehicle on behalf of the Customer to the Customer's preferred address as notified. The Little Car Company will send the Customer's Order form to the Customer with the Customer's Order invoice for the Vehicle and the Manufacturer or the chosen Logistics specialist may also send to the Customer the invoice for any logistics services including but not limited to transport, export, import and, in general, all activities deemed necessary to deliver the vehicle to the Customer's preferred address. Following receipt of these final documents by the Customer, no further alterations may be specified by the Customer to the Vehicle, without further agreement between the parties.
3. The Little Car Company has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £100,000 per claim. Any liability of The Little Car Company is therefore limited by such insurance and the Customer is responsible for making its own arrangements for the insurance of any excess loss in excess of that amount.
4. The Little Car Company acknowledges and you agree that nothing in the Contract shall have the effect of excluding or limiting The Little Car Company's liability for death or personal injury that is caused by the negligence of The Little Car Company. Subject to clause 3 above, and as far as legally permissible,
  - a. The Little Car Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these terms and conditions; and
  - b. The Little Car Company's total liability to the Customer in respect of all other losses arising under or in connection with the terms and conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price paid for the Vehicle by the Customer.
5. By accepting the Vehicle, you (the Customer) agree and undertake as follows:
  - a. You or your Logistics specialist shall thoroughly inspect the Vehicle upon delivery and/or Collection, as applicable, in order to be satisfied with the condition of the Vehicle as supplied.
  - b. You acknowledge 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 Vehicle is powered by electricity equal 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 Vehicle must not be used or treated as a toy by any person. You understand that the Vehicle is designed as a recreational Vehicle only, and is recommended for use only by persons of the age of 14 or older, and in the case of any minor between the ages of 14 and 18, may only be used under competent adult supervision. The Vehicle as delivered and unless subject to further modification from or by The Little Car Company (where such modifications have the effect of making the Vehicle capable of being driven on public highways) should not be used on public highways or roads of whatsoever kind and should only be used on private grounds and you undertake and acknowledge that if you permit any person over the age of 14 but under the age of 18 to use the Vehicle such use shall be at entirely your own risk.

- c. Appropriate protective and/or safety gear should be worn at all times by any user of the Vehicle<sup>1</sup>. You will ensure that any user of the Vehicle is provided with, and uses, appropriate protective and/or safety equipment. You undertake that the Vehicle shall at all times be driven in a manner and an environment that a reasonable observer would recognise as safe. Furthermore, you undertake to comply at all times with the instructions for safe use of the Vehicle as set out in any operating manual or instructions supplied with the Vehicle or otherwise provided to you by the Little Car Company
  - d. By agreeing to these terms and conditions, you acknowledge that The DB5 Junior is an electric battery powered vehicle not suitable for use on public roads and must be used exclusively on private grounds as an entertainment Good and not for the purposes of transport on public roads, racing, sports or any other dangerous activities. The Manufacturer strongly recommends that the car is driven at the international standard speed limit for electric or battery powered cars of 15 miles per hour maximum in jurisdictions where this applies.
  - e. You acknowledge that other than as specifically set out in these terms and conditions The Little Car Company Limited has no liability or responsibility for any accident, property damage, personal injury or any other event howsoever caused which occurs to any person or property in connection with or as a result of (i) your negligent and/or reckless use of the Vehicle, or (ii) your use of the Vehicle other than in accordance with the instructions for safe use of the Vehicle as set out in any operating manual or instructions supplied with the Vehicle or otherwise provided to you by the Little Car Company.
  - f. You undertake not to sell the Vehicle to any third party unless and until:
    - i. You have notified The Little Car Company in writing of your intention to sell the Vehicle 20 days in advance of doing so and have included in such notification details of the intended purchaser; and
    - ii. You have made the intended purchaser aware of these terms and conditions and the intended purchaser has agreed to be bound by these terms and conditions to the extent they relate
- to obligations and the potential liability of The Little Car Company, including but not limited to any limitation of such liability.
- g. The new owner may request a replacement certificate of authenticity to be issued by The Little Car Company to the new owner at their own cost. The Little Car Company may require the new owner to disclose the price paid for the Vehicle.
  - h. You will read and comply with any operating manual or instructions supplied with the Vehicle or otherwise provided to you by the Little Car Company. Furthermore, you acknowledge that, if a Vehicle is equipped with a "remote kill switch", this is a back up safety feature and you will place no reliance on it to stop the car effectively in an emergency.
6. The Little Car Company takes every care to ensure that the description and specification of our products are correct at the time of publishing. However, specifications and descriptions of products on The Little Car Company's website are subject to change and revision and are intended only to give a general description of the products. The Little Car Company may elect to provide details of the description and specification to the Customer by any reasonable means, including by hand upon delivery of the Vehicle or by email.
  7. Insofar as permissible by law and pursuant to these terms and conditions, you agree to assume each and all risks of use, damage, or injury connected with or arising from the use of the Vehicle. Other than as imposed by law, or as specifically set out in these terms and conditions, you agree that The Little Car Company has no liability for any damage arising from (i) your negligent and/or reckless use of the Vehicle, or (ii) your use of the Vehicle other than in accordance with the instructions for safe use of the Vehicle as set out in any operating manual or instructions supplied with the Vehicle or otherwise provided to you by the Little Car Company and you acknowledge that you and those persons for whom you are responsible who may use the Goods and/or Vehicle could participate in activities, including but not limited to, motorsports activities, which involve the risk of injury to person or property, including death.
  8. With full knowledge of the risks involved, and as far as permissible by law, you hereby expressly assume and accept any and all risks of injury, death, damage, or loss (other than where caused by the negligence of The Little Car Company) that may occur as a result of the use of the Goods and/or Vehicle, including but not limited to those arising from your negligent and/or reckless use of the Vehicle.

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<sup>1</sup> The Little Car Company recommends that suitable safety gear will include but not be limited to helmets that will at a

minimum meet or exceed the DOT, ECE22.05 & Snell standards in force from time to time.

9. You hereby release and hold The Little Car Company harmless from liability for any injury or damage that may occur as a result of any emergency care provided by a third party, if any. You also hereby agree to indemnify, save, and hold harmless The Little Car Company 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 your negligent and/or reckless use of the Goods or Vehicle.
10. You further acknowledge that you and those who use the Goods or Vehicle will not do so if under the influence of alcohol or drugs, or if such persons have a physical condition that would impair his/her ability to understand and follow directions and participate in motoring activities without creating risk to others or him/herself. It is your responsibility and the responsibility of any person using the Goods or Vehicle to consult with a doctor prior to participation in any motoring activities 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.
11. You agree and undertake to indemnify us for any claims howsoever connected with the use of the Vehicle arising from or as a result of your negligent and/or reckless actions or the negligent and/or reckless actions of those under your control.
12. If The Little Car Company agrees to perform any after sales services for the Customer relating to the Goods, the Customer agrees that where any such services are to be performed partly or wholly outside the UK, the Customer shall upon request from The Little Car Company promptly pay for (a) obtaining all relevant licences, permits and visas for The Little Car Company's personnel as required, (b) all reasonable travel costs to and from the UK for The Little Car Company personnel in respect of such services, and (c) the cost of any additional medical and other insurances as required for The Little Car Company's personnel to perform such services.

contractors personnel, team members or drivers working with The Little Car Company personnel. This condition shall survive the termination of the Contract.

Notwithstanding any other provision of this Contract, you agree to indemnify and keep indemnified The Little Car Company (on a full indemnity basis) against all claims, costs, damage, or losses whatsoever made against The Little Car Company by any of your employees or agents or persons acting on your behalf or any other person who would have been excluded if the claim had been made against The Little Car Company by you. You will hold harmless and indemnify and keep indemnified The Little Car Company and (as a separate obligation) The Little Car Company personnel engaged in providing any services to you, from and against all actions, claims, liabilities, costs and demands arising out of the negligence of any of your employees, agents and/or