



**LIGIER JS P4**

**LIGIER JS P4 ORDER FORM**

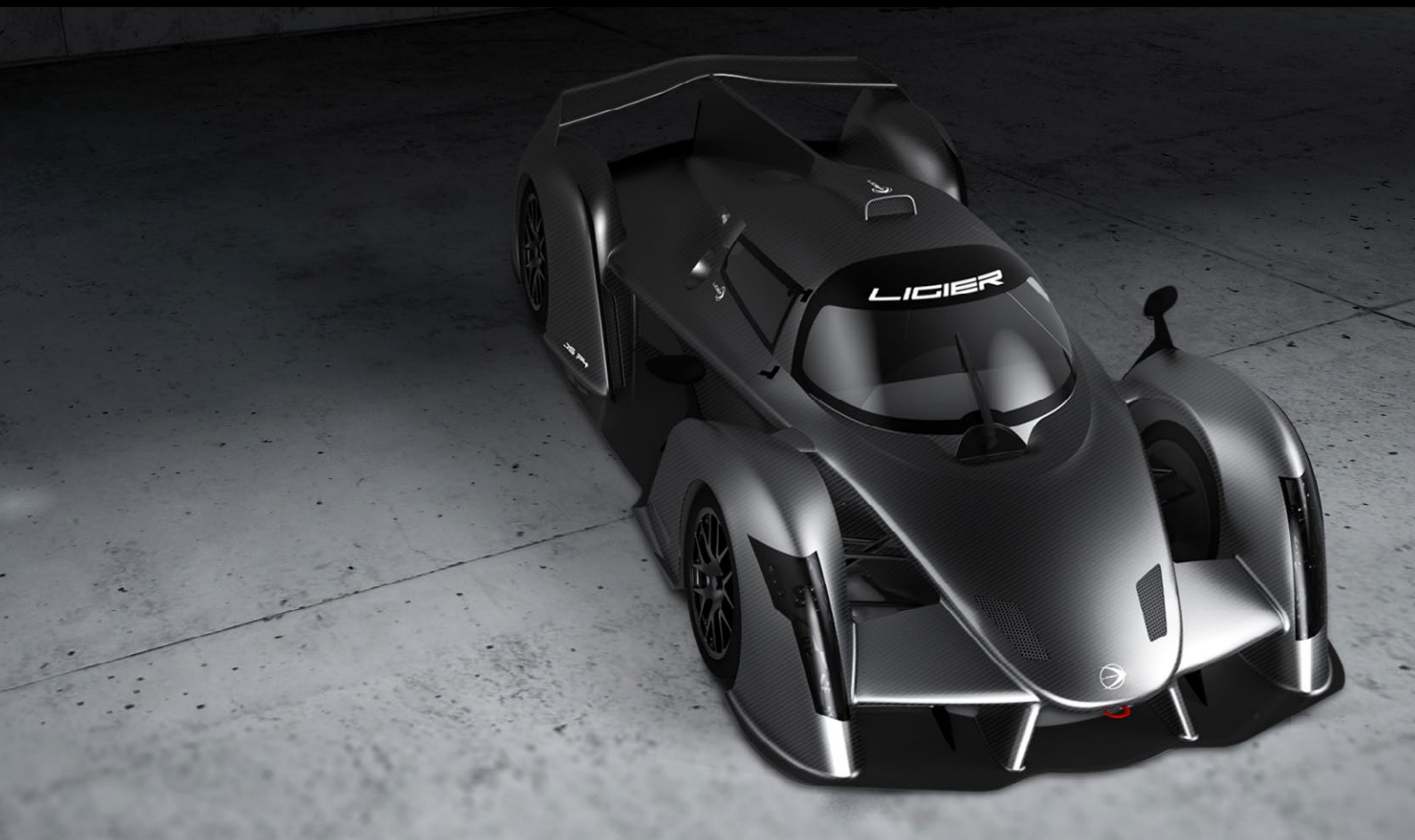
**Customer name:**

**Date:**

**Vendor name:**

**Contract number:**

CUSTOMER DETAILS



<b>Company:</b>
<b>Adress:</b>
<b>Postcode /Town:</b>
<b>Country:</b>
<b>Telephone:</b>
<b>Mobile:</b>
<b>Email:</b>
<b>Registration number and place:</b>
<b>VAT number:</b>
<b>Signatory's name:</b>
<b>Title:</b>

**Initials:**

Customer: Onroak  
Automotive:

TECHNICAL DATA

**CHASSIS**

Carbon monocoque & crashbox HP Composites respecting the LM P3 safety regulations

**BODYWORK**

Carbon HP Composites

**DIMENSIONS**

Length: 4680 mm  
Width: 1900 mm  
Wheelbase: 2860 mm

**WEIGHT**

940 kg

**FUEL TANK**

100 litres with safety plug to fill with standard road car fuel pump

**GEARBOX**

Quaife transverse 6-speed gearbox, Torsen differential  
Semi-automatic paddle-shift system

**ENGINE**

Ford V6 - 3,7 litres Cyclone - 330 hp

**ELECTRONICS**

Life Racing ECU  
Sodemo multi fonction steering wheel and dash display

**BRAKES**

6-piston front and rear calipers dismantable  
355x35 mm front and rear discs

**RIMS**

Aluminium Ø18"  
Front width: 10" - Rear width: 11"



**SECURITY**

Cockpit adapted to all sizes drivers  
Carbon seat support  
Optimised driver and cockpit ventilation  
Headrest compatible with Hans device

**Car Price:**

**VAT:**

**Grand Total:**

**Initials:**

Customer: Onroak  
Automotive:



ORDER TOTAL



All orders are subject to our standard terms and conditions. Onroak Automotive reserves the right to modify prices & specification without prior notice.

All prices quoted are ex-works in Euros and subject to VAT at the current standard rate (where applicable).

A non refundable deposit of 50% (as a lump compensation for the prejudice due to cancellation of the order) of the Order Total (plus VAT where applicable)

is payable with order to secure a production slot.

The final balance will become due when all components have been manufactured, but prior to the final assembly stage. Customers will be informed of completion date one week in advance.

By signing this form the client confirm that he have read and agree to Onroak Automotive's General Conditions of Sales (GSC), including its limited warranty conditions and scope.

**Payment of the Order will be made by bank transfer to the following account:**

**Bank:** PALATINE  
**Address:** SUCCURSALE MATIGNON,  
12 AV MATIGNON - 75008 PARIS  
**Account Number:** 40978 00022 138277 0W002-83  
**IBAN:** FR18 4097 8000 2213 8277 0W00 283  
**Swift Code:** BSPFFRPPXXX  
**Account Holder:** ONROAK AUTOMOTIVE, 8 rue du  
Champ de Magny, 58470 MAGNY-COURS

**Order Total**

**Car Price:**

**VAT:**

**Grand Total:**

**Estimated delivery**

**Signature:**

Customer:

Onroak Automotive:

**Initials:**

Customer: Onroak Automotive:

SPECIAL INSTRUCTIONS

**Initials:**

Customer:      Onroak  
Automotive:

## GENERAL TERMS OF SALE

### ARTICLE 1. SCOPE

These General Sales Conditions (the "GSC") constitute, in accordance with article L. 441-6 of the Commercial Code, the sole basis of the business relationship between the parties. Their purpose is to define the conditions under which Onroak Automotive ("The Seller") provides to professional buyers ("The Buyers or Buyer") who so request, by direct contact or via printed media, car, car parts, accessories and/or equipment ("The Products"). They apply without restriction or reserve to all sales concluded by the Seller with the Buyers of the same category, regardless of which clauses may appear on the Buyer's documents, including its general purchase conditions.

In accordance with regulations in force: the GSC are systematically sent to any Buyer who requests them, in order to allow it to place an order with the Seller and the Seller reserves the right to derogate from some of these GSC clauses based on negotiations held with the Buyer, by establishing Special Sales Conditions.

### ARTICLE 2. ORDERS – RATES

All orders imply unconditional compliance with these GSC that prevail over all other conditions, with the exception of those that have been expressly accepted by the Seller. The Seller shall not be bound by any order placed by the Buyer (whether in accordance with any quotation or offer made by the Seller) until it is made in the form of written purchase order and the same has been accepted by the Seller in writing or by delivery of the Products or issue of an invoice for the relevant Products. The Buyer is wholly responsible for the accuracy of any order, including (without limitation) details of any specification therein. Generally, the sale is deemed to be concluded on the date the Seller accepts the order.

Rate information appearing in price catalogues, brochures and Seller's rates are provided for information purposes only and can change at any time. The Seller is entitled to make any changes thereto that it deems useful.

**2.1. Ordering of Car.** These GSC are enforced for all of the Onroak Automotive chassis such as defined in their respective price catalogue and in the Order Form,

i.e., sold as a complete rolling chassis in operating condition, meaning, namely that is equipped with an engine and peripheral devices attached to the engine. The Buyer may complete the Car by every option as mentioned on the Order Form by the Buyer. Any option mentioned in the Order Form are subject to these GSC.

**2.2. Ordering at the Seller's store.** Orders must be made in writing, using an order form duly signed by the Buyer, or sent by fax or email to the Seller. Sales only take effect upon the express and written acceptance of the order by the Seller, who will make sure, among other things, that the requested Products are available.

Acceptance of the order by the Seller results from the drafting and dispatch or remittance of the invoice. Products are supplied at the rates mentioned in the Seller's price list and if applicable, in the commercial offer sent to the Buyer. These rates are fixed and not revisable.

**2.3. Track orders.** All orders on the track are filled under the same validity conditions as in-store orders. As an exception, orders and pick-ups of Products on the track shall be made at the Seller's minimum rate increased by 10%.

**2.4. Modifications.** Orders sent to the Seller may not be revoked by the Buyer, unless the Seller expressly accepts thereto. Any request made by the Buyer to modify the contents or quantity of an order cannot be taken into account by the Seller.

**2.5. Cancellation.** In the event of cancellation of an order by the Buyer, after acceptance by the Seller, for any reason whatsoever, with the exception of force majeure, the deposit paid on the order, as defined in article "Delivery" of these GSC, shall remain the rightful property of the Seller as a lump sum compensation for the prejudice due to the cancellation of the order, and will not be reimbursed. Removal or modification by the Seller's own suppliers of Products that have been ordered and accepted by the Seller, entitles the latter to cancel the pending order, unless the Buyer agrees to modify it.

**2.6. Order refusal.** In the event that a Buyer places an order with the Seller, without having paid for the previous order(s), the

Seller may refuse to honour the order and to deliver the Products in question, without the Buyer being able to claim compensation of any kind, for any reason whatsoever.

**2.7. Rates.** The Products are supplied at the Seller's rates in effect on the day the order is placed, and if applicable, as indicated in the specific sales proposal sent to the Buyer. These prices are net and excluding taxes, collection from the premises of the Seller or on the track, packaging is extra. They do not include transportation or potential customs costs and insurance, which are borne by the Buyer.

Special rate conditions may apply based on specific Buyer requests regarding, among other things, delivery terms and time-lines or time-lines and payment conditions. A special sales offer shall therefore be sent to the Buyer by the Seller.

### ARTICLE 3. SPECIFIC CONDITIONS FOR CAR

A carbon monocoque chassis, namely the main part forming the chassis with parts, alone, may be provided exclusively by the Seller, in standard replacement at Ligier list prices of the Seller. The actual delivery of the used and/or damaged single hull to the Seller shall occur prior to the delivery of the replacement single hull to the Buyer

To monitor the quality of the Car, the Buyer undertakes to provide the Seller, at its request, in a period of 10 days all information relating to any of the datas recorded during the use of the Car, and this regardless of the conditions of use of the Car. The Buyer granted the respect of the undertaking in the event of resale of the Car to a third party.

The Buyer undertakes to inform the Seller of any project for the sale of his car to a third party. This third party is always considered like a professional buyer by the Seller, and as having accepted the whole of the present GSC.

Whenever any sale becoming carried out, the Buyer will have to ensure that :

- the third party should make itself known to the Seller, no later than of the day of the custody transfer of the car to the third party, even the transfer of Ownership occurs later.
- The third party will provide

**Initials:**

Customer:                      Onroak  
Automotive:



## GENERAL TERMS OF SALE

exclusively with the Seller for any purchase of car parts, accessories and/or equipment, safety standards of security and maintenance of car.

In case of non-respect of which is described above, the Seller disclaim any liability for his duty to provide technical and security information for the car. It is recalled that this duty of information being a simple duty of means.

### ARTICLE 4. PAYMENT CONDITIONS

**4.1. Price.** Except where special sales conditions expressly apply, the prices of the sold Products are those appearing in the price catalogue on the day of the order.

**4.1.1. Specially for a Car:** the sale price of the Car is set and denominated in euros and includes everything that is defined in the price catalogue. A deposit equal to 50% of the total purchase price of the Car is requested no later than the day on which the Seller accepts the Order.

The sale price could be increased according to the options that the Buyer will choose in the Order Form for the final configuration of the Car. The Seller guarantees the option price only on the day on which the Seller accepts the Order.

In the event of failure of payment of deposit, the Seller will not guarantee the delay of delivery indicated on the day on which the Seller accepts the Order. If the payment of the deposit was to be referred, for whatever reason, the Seller will define, in an arbitrary decision, a new date of delivery, depending on Seller's order book's. This new indicative date will be communicated at the day of the payment of the deposit to the Seller.

**4.1.2. For other Products** (except Car and Option) a deposit equal to 30% of the total purchase price of the Products is requested when an order for any Product not available in stock is placed. The balance of the price is payable in cash, on the day of delivery, under the conditions defined in article "Delivery" hereafter. In the event of non-payment of the balance upon delivery, the Seller shall not deliver the Products and may apply a penalty of 15% on the total amount of the order. The Seller shall keep the deposit in the event of cancellation as a lump sum compensation for the prejudice due to the

cancellation of the order and in the event of non-payment of the balance of the price upon delivery.

**4.2. Payment method for orders with immediate collection:** Any order with immediate collection and for which the Products are available in stock in sufficient quantities, shall be paid in cash to the Seller upon delivery of the Products. Any order placed on the track shall be paid under the same conditions as those defined previously, with a minimum increased rate of 10%.

**4.3. Payment method for Future Orders.** In no event shall payments owed to the Seller be suspended or reduced or set-off in any way without the written consent of the Seller.

The Seller shall not proceed with delivery of the Products ordered by the Buyer if the latter does not pay the price according to the conditions and terms indicated in 3.1. In the event of non-compliance with the aforementioned payment conditions, the Seller also reserves the right to suspend or cancel the delivery of any future pending orders from the Buyer.

A lump sum compensation for collection costs in the amount of 40 euros shall be rightfully due and without prior notification by the Buyer in the event of late payment (article D441-5 of the Commercial Code). The Seller reserves the right to request from the Buyer an additional compensatory amount if actual collection costs incurred exceed this amount, upon presentation of proof. Any deposit paid by the Buyer shall be kept by the Seller as lump sum compensation as defined in articles 2.5 and 4.1.2., without prejudice to any other legal actions that it would be entitled to initiate against the Buyer in this regard.

If any payment of the price is not made at its due date, the Seller may rightfully terminate the sale, 10 days after a formal notice remains unanswered, without prejudice to damages that could be claimed by the Seller.

**4.4. Invoicing.** The Seller shall establish, upon receipt of the order, a duplicate invoice, one of which will be delivered to the Buyer. The invoice shall indicate the information referred to in article L. 441-3 of the Commercial Code.

**4.5. Payment methods.** All orders must be paid by bank card or by transfer to the bank account of the Seller whose bank details appear on the order form.

### ARTICLE 5. DELIVERY

**5.1. Time-line.** The time-line communicated by the Seller upon approval of the order is not a strict deadline, it is provided for information purposes only, and the Seller cannot be held liable towards the Buyer in the event of a delivery delay. Said time-line must take into account potential delays for product assembly.

**5.1.1 Delivery of Car:** the Seller shall never be liable for any delay in delivery of peripheral devices, spare parts, replacement parts or any other deliverable by these suppliers, as a result a delay in the delivery of the car.

The Buyer henceforth waives the right to bring any action for liability against the Seller and therefore, waives any action to obtain compensation for any damage or a reduction in financial obligations entered into by the Buyer, or to rely on these as a cause for termination of commercial relation with the Seller.

**5.1.2. For other Products** (except Car and Option): in principle, the Seller shall make its best efforts so that, on the day when all items regarding order fulfilment are finalised by mutual agreement and the required deposits have been paid, except where special sales conditions expressly apply, the Products acquired by the Buyer will be delivered within a maximum time frame of 7 days before any sports event, in which the Buyer will have indicated in advance its participation to the Seller, within a sufficient time frame. The Seller shall in no case be held liable if a delay or suspension of the delivery is attributable to the Buyer, or in event of force majeure.

The indicated deadline is furthermore rightfully suspended by any event beyond the control of the Seller and causing a delay in delivery. Delivery delays cannot give rise to any penalty or compensation, nor can they justify the cancellation of the order.

**5.2. Delivery method, transportation.** Delivery shall be made EXW (ex-works), after confirmation of full payment of the price to

**Initials:**

Customer:                      Onroak  
Automotive:



## GENERAL TERMS OF SALE

the Seller, and by delivery, at the premises of the Seller, directly to the Buyer or to a dispatcher or transporter chosen by the Buyer, the Products travelling at the Buyer's risk and costs. Risks in the sold Products are transferred to the Buyer upon delivery of the Products. It is up to the Buyer, in the event of damage to the delivered merchandise or missing parts, to express all the necessary reservations to the transporter.

Any Product that has not been subject to reservations by registered letter with acknowledgement of receipt within 3 days of its acceptance from the transporter, in accordance with article L. 133-3 of the Commercial Code, and a copy of which will be sent simultaneously to the Seller, shall be considered as accepted by the Buyer. In the event that the Buyer makes special requests regarding the conditions governing the packaging and shipping of the ordered Products, as duly accepted in writing by the Seller, the related costs shall be subject to additional specific invoicing.

**5.3. Receipt.** The Buyer is obliged to check the apparent condition of the Products upon delivery. In the absence of any reservations expressed by registered letter with acknowledgement of receipt and accompanied by the delivery note, by the latter, within a period of 3 days from delivery, the Products delivered by the Seller shall be deemed to be compliant, in quantity and quality, with the order.

It is up to the Buyer to provide all evidence regarding the reported hidden defects and missing parts. The Buyer acknowledges that it is up to the transporter to carry out delivery, the Seller being deemed to have fulfilled its obligation of delivery as soon as it has delivered the ordered Products to the transporter who has accepted them without reserves.

Therefore, the Buyer cannot make any warranty claims against the Seller in the event of failure of delivery of the ordered Products nor can it make any claims for damages sustained during shipping or unloading.

No return of merchandise may be made by the Buyer without the prior, express and written consent of the Seller obtained by fax or e-mail. Return costs shall be borne by the Seller only if an apparent defect, or

missing parts, are actually reported by the Seller. Only the transporter chosen by the Seller is authorized to return the Products in question. The Seller shall proceed with an additional delivery to make up the missing parts and/or replace as soon as possible and at its costs, the delivered Products, whose non-compliance defects have been duly proved by the Buyer, without the latter being able to claim compensation of any kind or to cancel the order.

**5.4. Buyer's reservations.** The Buyer's acceptance without reservations of the ordered Products covers any apparent defects and/or missing parts. Any claim made by the Buyer under the conditions provided in 4.3. shall not suspend payment by the Buyer for the Products in question. The Seller shall never be held liable for incidents during shipping, destruction, damage, loss or theft, even for a transporter that it has chosen itself.

**5.5. International sale.** Upon delivery of the Products and when they are taken over by the transporter chosen by the Buyer, the latter undertakes to ensure that the export certificates will be delivered to the Seller, within a maximum of 3 months of the delivery date, so as to allow it to prove the export sale of the Products.

The Buyer agrees to oversee all the necessary paperwork related to customs, as well as payment of applicable taxes, namely the declaration of the Products at customs, delivery of documents to the customs departments upon export and import, the payment of export and import taxes. As a result of the foregoing, the Buyer shall produce, within 3 months of the delivery of the Products, a copy of all the documents certifying that all the declarative and customs formalities have indeed been fulfilled by the Buyer, and that all the taxes have been paid to the relevant authorities, both in France and in the country of destination. In the event that the Buyer breaches its declarative obligations or fails to provide said documents within the maximum 3 months from the day of delivery of the Product, the latter shall therefore owe the amount of the value added tax, at the legal rate in effect on the French Territory, which will therefore be invoiced to it by the Seller.

## ARTICLE 6. TRANSFER OF OWNERSHIP – TRANSFER OF RISKS

Ownership of the Products shall only be transferred to the Buyer once payment in full of the price is made by the latter, regardless of the delivery date of said Products. The risk of loss and deterioration shall be transferred to the Buyer upon delivery of the ordered Products.

## ARTICLE 7. VENDOR'S LIABILITY – WARRANTY

All Products referenced by the Seller are exclusively intended for racing car use, and exclusively in the context of automobile competition or automobile sport in general; consequently they are not subject to any specific contractual warranty.

The Seller guarantees the Products against latent defects, in accordance with the law, practices and case law.

The Seller does not issue any warranty with respect to the Car and the parts it is made of, namely as defined in the Ligier catalogue, after the delivery to the Buyer, including in regards to all of the Equipment that falls under the sole responsibility of its Suppliers.

The warranty only concerns latent defects. The Buyers being professionals, the latent defect means a fault in the production of the Product making it unsuitable for its use and unlikely to be noticed by the Buyer before its use. A design defect is not a latent defect and the Buyers are deemed to have received all the technical information concerning the Products.

The warranty only applies to Products regularly being the property of the Buyer and entirely manufactured by the Seller, with the exclusion of those originating from its own suppliers. Any warranty is excluded in the event of misuse, or non-compliance with the practices of automobile sport, negligence or lack of maintenance by the Buyer, as in the event of normal wear and tear of the Product or force majeure, or again if any modification has been made to the Product.

It also does not apply to any deterioration or accident resulting from an impact, a fall, negligence, lack of supervision or maintenance, or in the event of transformation of the Product. The warranty is limited to replacement or

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Customer: Onroak  
Automotive:

Onroak Automotive – 8 Rue du Champ de Magny - 58470 Magny-Cours – France  
+33 386 218 686 – contact@onroak.com

SAS au capital de 3.680.000€ - RCS Le Mans 793 674 326 – Siège Social : Technoparc des 24 Heures / Chemin aux Bœufs 72 100 Le Mans – N° de TVA intracommunautaire FR 74 793 674 326



## GENERAL TERMS OF SALE

repair of the Products that are deemed to be faulty. This warranty does not cover labour costs. The warranty automatically ends if the Buyer has not informed the Seller of the alleged defect within a period of 7 days from the date of discovery.

The Seller shall draw the Buyer's attention to the fact that the parts used to adapt the vehicles for competition may have certain features that render their use prohibited on public highways insofar as they noticeably modify the features of vehicles as described in the acceptance report delivered by the vehicle inspection department.

As this concerns a car meant for racing, the Seller accepts no liability for:

- How the car might be used by the Buyer;
- The car's performance and safety, after disassembly of the car or overhaul by the Buyer, especially with respect to replacing parts that the Seller recommends beyond a certain mileage threshold;
- The Car's performance and safety, for any part not sold directly by the Seller.

The Buyer acknowledges that driving a car meant for racing, at whatever speed, involves inherent and unavoidable risks that cannot be eliminated altogether.

Finally and, in a general sense, the Buyer acknowledges and accepts on its behalf or on behalf of the driver to whom responsibility is assigned, all risks associated with motor vehicle racing and driving at high speeds.

Furthermore, the Buyer acknowledges that the driver to whom responsibility is assigned may lose control of the Car while driving in racing conditions and the Buyer accepts all risks associated with such a loss of control.

As a result, the Buyer agrees, without reserve, to indemnify and hold harmless the Seller, its affiliates and/or holding companies, as well as its officers, agents and employees from and against any liability, claims and/or liability suits for injury, death and physical damages, and will bear all legal costs and lawyer fees resulting directly or indirectly from the use of the Car for an indefinite period.

The Seller shall not be sued for liability for any defects in quality, malfunction or hidden defects that may occur in connection with the installation and the use of the Car and parts.

The Seller shall not be held liable for the unavailability of the Car due to a malfunction of the engine and/or peripheral devices.

### ARTICLE 8. FORCE MAJEURE

Are considered as cases of force majeure, events that are beyond the control of the parties, that they could not reasonably be expected to foresee, and that they cannot reasonably avoid or overcome, insofar as their occurrence makes it totally impossible to satisfy the obligations.

Should the event last for more than thirty days from the date of its occurrence, the sales contract may be terminated by the most diligent party, without any of the parties being able to claim any damages.

This termination shall take effect on the date of the first presentation of the registered letter with acknowledgement of receipt terminating said sales contract. The Seller shall keep any deposit paid as a lump sum compensation for the prejudice due to the cancellation of the order.

### ARTICLE 9. INTELLECTUAL PROPERTY

The Seller, for Products manufactured by it, retains all of the industrial and intellectual property rights related to the Products, photos and technical documentation that cannot be disclosed or used without its written authorisation. The Buyer undertakes, upon the Seller's acceptance of the order, for whatever reason whatsoever, not to disclose, in whole or in part, information originating from the technical documentation or computer data, or any information belonging to or falling within the purview of the Seller.

The Buyer shall not use any trademarks or names belonging to the Seller other than as applied to Products, except for uses of the trademarks previously approved in writing by the Seller. Request for approval for any such use, particularly in advertising material, should be addressed to the Seller, who can assist with artwork and general advice in relation to use of the trademarks.

In all cases of public communication, the Buyer agrees to affix Ligier logos on the various media according to the manufacturer charter which will be communicated at a later date. The Buyer will not be authorized to issue communication as an official Ligier Team.

In the event of non-compliance with the above, the Buyer faces a penalty to be paid to the Seller in an amount of at least 10,000 euros and as high as 150,000 euros.

### ARTICLE 10. CLIENT REFERRAL

The Buyer accepts that the Seller can communicate in whatever form, in the internal or by way of press, and to include among its references, the sale of car or any product to the Seller.

### ARTICLE 11. DISPUTES

Any disputes arising from this contract, as to its validity, interpretation, performance, termination, consequences and implications shall be referred to the competent courts under common law.

### ARTICLE 12. APPLICABLE LAW – CONTRACT LANGUAGE

By express agreement between the parties, these GSC and the purchase and sales operations resulting there-from are governed by French law.

They are drafted in the French language. In the event that they are translated into one or several languages, only the French text shall prevail in case of dispute.

### ARTICLE 13. BUYER'S ACCEPTANCE

These GSC as well as the rates are expressly agreed and accepted by the Buyer, who declares and acknowledges to have perfect knowledge thereof and, as such, waives its right to invoke any contradictory document, including its own conditions.

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