



MAY 2018 USA

CUSTOMER NAME:

DATE:

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## STANDARD EQUIPMENT

### ENGINE

- Unique Radical designed and engineered RPE 2.7L V8
- Latest Life Racing ECU

### TRANSMISSION

- Unique Radical RPE P-Tec Quaife six-speed sequential transaxle
- Formula 1™ 'style' paddle-activated gearshift system with auto-blipper
- Limited-slip differential
- Rear-wheel-drive

### SUSPENSION

- Fully adjustable Nik-link suspension system, front and rear unequal length top and bottom wishbones, fabricated uprights, forged centre locked hubs and interchangeable roll bars
- Bespoke Intrax triple adjustable dampers

### TYRES

- Bespoke 200/R15 front slick tyres
- Bespoke 260/R16 rear slick tyres

### DIMENSIONS

- Length: 4100 mm
- Width: 1850 mm
- Height: 1093 mm

### FEATURES

- Two seater chassis
- Generation 3 high downforce, lightweight fibreglass bodywork
- Driver wind deflector
- LMP inspired highly aerodynamic CAD design
- LED race lighting - high intensity spots
- Carbon Composite dashboard featuring a dash mounted brake bias adjuster
- AIM MXS full colour, customisable digital dash
- FIA specification foam filled, 76L fuel cell
- Radical four-pot calipers front and rear, 300mm dia. x 25mm, 48-vane floating front and rear discs.
- Radical centre lock, cast aluminium wheels - 8" x 15" dia. front and 10.5" x 16" dia. rears
- Full fire extinguisher system

### BODYWORK COLOUR OPTIONS

	Brilliant White Standard		Team Grey \$952.00
	Rosso Red \$952.00		Stealth Black \$952.00
	Team Green \$952.00		Gulf Blue \$952.00
	Tangerine \$952.00		Oxford Blue \$952.00
	Spice Yellow \$952.00		Cobra Blue \$952.00
	Speed Green \$952.00		

**STANDARD PRICE: \$164,900.00**

RHD ☐ LHD ☐

Central seating position – single seat only \$5,600.00 ☐

INITIAL:

## OPTIONAL EQUIPMENT

Hot climate cooling system	\$1,432.00	<input type="checkbox"/>
Additional Silencer	\$2,120.00	<input type="checkbox"/>
Radiator Fan	\$480.00	<input type="checkbox"/>
Engine oil pre-heater	\$232.00	<input type="checkbox"/>
Carbon-composite high downforce front dive planes	\$320.00	<input type="checkbox"/>
Air jack system	\$3,200.00	<input type="checkbox"/>
Brake pressure logging sensors	\$696.00	<input type="checkbox"/>
Suspension logging sensors	\$2,120.00	<input type="checkbox"/>
AIM SmartyCam video system	\$2,280.00	<input type="checkbox"/>
AIM 12v pitlane beacon	\$283.00	<input type="checkbox"/>
Intercom system	POA	<input type="checkbox"/>
Race to pit car radio system - inc 2 pit headsets and driver helmet kit	POA	<input type="checkbox"/>
Electrically-activated Zero 360 gas fire extinguisher system	\$792.00	<input type="checkbox"/>
Dry-break refuelling system	\$2,264.00	<input type="checkbox"/>
Additional fuel dump churn	POA	<input type="checkbox"/>
Racing fuel sampling/drain kit	\$1,016.00	<input type="checkbox"/>
Forward-facing stay head protectors	\$232.00	<input type="checkbox"/>
Single driver seat	\$232.00	<input type="checkbox"/>
Carbon composite halo head restraint	\$520.00	<input type="checkbox"/>
Passenger belts and head rest	\$680.00	<input type="checkbox"/>
Vinyl driver & passenger padded seat inserts	\$632.00	<input type="checkbox"/>
Additional set of wheels	\$1,920.00	<input type="checkbox"/>
Set of racing slicks	\$1,498.00	<input type="checkbox"/>
Set of racing wets	\$1,498.00	<input type="checkbox"/>
Gear ratios / set:		
Short	\$3,920.00	<input type="checkbox"/>
Medium	\$1,568.00	<input type="checkbox"/>
Long	\$1,568.00	<input type="checkbox"/>
Extra Long	\$784.00	<input type="checkbox"/>
Trickle charger and jump starter pack	POA	<input type="checkbox"/>
Nik-Link rollbar set - 4 different stiffness (7 rollbars total)	\$1,280.00	<input type="checkbox"/>
Radical starters spare kit	\$2,160.00	<input type="checkbox"/>
Bespoke tailored fit car cover	\$792.00	<input type="checkbox"/>
Bespoke Radical Branded Race Suit	\$1,592.00	<input type="checkbox"/>
Radical graphics kit	\$2,400.00	<input type="checkbox"/>
Custom graphics kit	POA	<input type="checkbox"/>
Stone guard protection system	\$560.00	<input type="checkbox"/>

DRIVER'S NAME:

INITIAL:

**OPTIONS TOTAL:** \$

Additional parts to go with the car -  
see Special Instructions

☐

## This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

OUT OF STATE ☐

<b>CAR PRICE:</b>	\$
<b>OPTIONS TOTAL:</b>	\$
<b>SPECIAL INS. TOTAL:</b>	\$
<b>ORDER TOTAL:</b>	\$
<b>SALES TAX:</b>	\$
<b>GRAND TOTAL:</b>	\$
<b>DEPOSIT PAID:</b>	\$
<b>BALANCE DUE:</b>	\$

A non refundable deposit (plus taxes where applicable) is payable with order to secure your 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.

A storage charge of £25.00 (plus VAT) per day will be levied on cars not collected on agreed date. By signing this form I confirm that I have read and agree to Radical Sportscars Limited's Business Arrangements & Conditions of sale, including its Limited Warranty conditions and scope.

All prices quoted are in US Dollars and subject to state and local taxes (where applicable). Additional import, duty and shipping fees may apply. All orders are subject to standard terms and conditions set forth by Radical and/or the reseller (available on request). Radical reserves the right to alter specification without prior notice. Quote valid for 30 days.

**SIGNATURE:**

**RADICAL BUSINESS ARRANGEMENTS & CONDITIONS OF SALE**

Every supply by Radical Sportscars or its subsidiaries or associated companies from time to time ("the Company") of cars, car parts, accessories and/or equipment (whether or not manufactured directly by the Company) ("the Goods") shall be subject to the following terms and conditions ("Terms and Conditions") to the exclusion of any conflicting terms and conditions of business (including without limitation purchase conditions) of the person to whom the Goods are supplied ("the Customer") and any purchase order for or acceptance of any Goods by the Customer shall be on these Terms and Conditions. For the avoidance of doubt these Terms and Conditions shall be without prejudice to the terms and conditions of any agreement between the Customer and the Company relating to the provision of credit to the Customer by the Company ("a Credit Agreement") or any agency or distributorship agreement between the Company and the Customer.

**ORDERS**

The Company shall not be bound by any order placed by the Customer (whether or not in accordance with any quotation or offer made by the Company) until it is made in the form of a written purchase order and the same has been accepted by the Company in writing or by delivery of the goods or issue of an invoice for the relevant Goods. The Customer is wholly responsible for the accuracy of any order, including (without limitation) details of any specification therein. No order or part of an order placed by the Customer can be cancelled by the Customer without the written consent of the Company which will be given only on terms that the Company will be indemnified in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of such cancellation.

**PRICES AND PAYMENT**

The price of the Goods ("the Purchase Price") shall be the price (if any) which the Company quoted in writing to the Customer prior to the Customer sending a purchase order detailing the quoted price or, where no price has been so quoted (or a quoted price is no longer valid – see below) the price which is detailed in the Company's published price list current at the date of acceptance of the purchase order by the Company. All prices quoted are valid for 30 days only after which time they may be altered by the Company without giving notice to the Customer. Time for payment shall be of the essence. The Company reserves the right to vary the price of the Goods by notice to the Customer at any time before delivery if and to the extent that there is any increase (beyond the control of the Company) in the cost to the Company of the manufacture of the Goods. The price for the Goods is exclusive of any Value Added Tax or any other applicable tax at the current standard rate, levy, impost or duty (including without limitation those payable on import or export) which the Customer shall pay in addition when it is due to pay for the Goods. All prices quoted are in Pounds Sterling. Unless otherwise agreed in a Credit Agreement or otherwise in writing, payment must be made in full before shipment. No payment shall be deemed to have been received until the Company has received cleared funds. In the event that a Credit Agreement has been signed by the Customer, the terms and conditions therein will govern (amongst other things) interest and charges which will prevail in the event of late payment.

**TITLE AND RISK**

The Customer shall have no right to inspect the Goods pre-delivery or inspect work in progress of the same, unless agreed in writing by the Company. The risk of damage to or loss of the Goods shall pass to the Customer upon the Goods leaving the Company's premises for delivery. Notwithstanding delivery and the passing of risk, title to and property in the Goods will remain with the Company and the Goods will be held by the Customer in a fiduciary capacity on behalf of the Company and stored separately from all other goods (at no cost to the Company) and identified as the Company's property until the Company has received in full the Purchase Price and all other amounts due to the Company from the Customer. Until title passes the Customer may in the ordinary course of business, upon having informed the Company and unless and until notified by the Company to the contrary, sell any of the Goods so held for a price not less than the purchase price but shall hold the proceeds of sale on trust for the Company in a separate account and the Company may require that such proceeds be paid over to it forthwith less any excess over all amounts owing from the Customer to the Company. The Customer shall be fully responsible for the Goods from the time that they leave the Company's premises and, as long as they remain the property of the Company, shall keep them fully insured against all risks to which the Goods may be subject and to the full replacement value, noting the Company as beneficiary. In the event that a Credit Agreement has been signed by the Customer, at any time after the due date for payment for the Goods to the Company by the Customer and so long as the Company has not received in full any amounts owing to it from the Customer the Company shall be entitled to require the Customer at the Customer's expense immediately to return those Goods and if the Customer fails to do so the Customer grants to the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to repossess those goods. Any exercise by the Company of its rights hereunder shall be without prejudice to any other remedies the Company may have. The Customer acknowledges that the Goods may be used for motor racing and as such in a dangerous field of activity. The Customer hereby releases and agrees to hereafter indemnify and hold harmless the Company, its officers and agents from all and any claims, suits, actions, damages, losses and expenses which the Company, its officers and/or agents may suffer as a result of any accident which the Customer or any other person may have whilst motor racing or otherwise driving or using Goods anywhere in the World. This clause shall not apply where, and to the extent, that the accident has been caused by the negligence of the Company, its officers and/or agents. When using the Goods, the Company recommends that the Customer or any other person should wear a crash helmet and racing overalls and should effect and maintain medical, personal accident, death and injury insurance cover.

**DELIVERY AND CARRIAGE**

Unless otherwise expressly agreed by the Company in writing the price for the goods shall exclude carriage, which shall be charged to the Customer separately. Delivery dates are given in good faith but are not guaranteed and time is not of the essence in respect of the delivery of Goods. Delivery shall be deemed to be effected as soon as the Goods have arrived at such address at any time of day, in any country. The Customer will provide at its expense at the delivery address adequate and appropriate equipment and manual labour for offloading the Goods. If the Customer fails to take delivery of any of the Goods when they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable the Goods to be delivered on time, the Goods will be deemed to have been delivered and (without prejudice to its other rights) the Company may still arrange for the storage of the Goods until actual delivery or sale and charge the Customer for related costs and expenses; and/or following written notice to the Customer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Customer for any shortfall below the price under the contract. All claims for non-delivery of or transit damage to Goods shall be made in writing to the Company within fourteen days after receipt by the Customer of Goods. The Customer shall have no right to reject the Goods. If the Customer notifies the Company of any non-delivery of or transit damage to the Goods as aforesaid then the Customer will use all reasonable endeavours to assist the Company in proving whether or not any carrier of the Goods is responsible for the damage. If the Customer fails to notify and assist the Company in accordance with the terms of this Condition, the Company's rights against the carrier will be prejudiced and accordingly the Company shall not be under any liability whatsoever for or arising out of, any non-delivery, discrepancy or damage unless the same is directly caused by the Company or its wilful default or negligence. In the case of any damage to the Goods the Customer shall not use them and shall make no attempt to alter or repair the Goods until the Company has investigated. The quantity of any consignment of Goods is recorded by the Company upon dispatch from the Company's place of business and such record shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary. Any liability of the Company for the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro-rata contract rate against any invoice raised for such Goods.

**PACKING**

When Goods are delivered in returnable crates, packing cases or bags, the charge for such packing will be invoiced with the Goods but will be credited to the Customer if returned carriage paid and received by the Company undamaged within one month after delivery to the Customer. Any insurance charges will be recharged to the Customer.

**WARRANTY**

If a defect is discovered in any of the Goods within 30 days after the date of delivery to the Customer and;

- the Company is notified in writing of such defect within 7 days of its discovery, and
- the Goods are, if so required by the Company, delivered carriage paid to the Company premises for inspection within 7 days from the date of such notification, and
- the Goods are not tyres, brakes, suspension or engines (in relation to which no warranty is given), and
- the Goods are defective and the defect results from faulty materials and/or workmanship of the Company and not in any way from accident, misuse or mishandling by the Customer or any other person or wear and tear, and
- there has been no unauthorised modification of the Goods (as described below)

The Company shall (at its option) either refund a proportion of the Purchase Price of such defective Goods equal to the proportion which the unexpired life of the Goods bears to their total life or shall repair or replace such defective Goods at a cost to the Customer of such proportion of the purchase price of the Goods as equals the proportion which the expired life of the goods bears to their total life (calculated as set out above) PROVIDED THAT in the case of defects which are apparent from a visual inspection a period of 14 days from the date of delivery to the Customer shall apply in place of the period of 30 days referred to above.

The Customer is solely responsible for ensuring that all Goods are fit for the purpose for which the Customer or its customer intends to use them. If, however, the Company has advised in writing on the suitability of the Goods for the particular purpose for which they are used the Company shall be liable for any loss or damage which occurs due to the Company's advice being wrong in the context of the information available to it at the time the advice was given provided the Company agreed to test the Goods itself and the defect or unsuitability should have been revealed by that test.

The Company shall not be liable for breach of the warranty if:

- the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods,
- the Customer alters or repairs such Goods without the written consent of the Company, save in relation to the livery on the body shell of any car.
- the above warranty and undertakings are given in lieu of and to the exclusion of any other condition, guarantee or warranty whether express, implied by statute or otherwise and the Company shall be under no liability whether in contract, tort or otherwise save as aforesaid, for any loss, damage, expense or injury howsoever caused arising out of the use of the Goods or any contract made subject to these terms and conditions other than for personal injury or death resulting from the Company's negligence.

The Company shall be under no liability under the above warranty if the total price for the Goods has not been paid by the due date for payment.

**SPARE PARTS**

The Company shall maintain a reasonable volume and variety of spare parts for Goods for not less than three years from the date of any purchase of Goods.

**LIMITATION OF LIABILITY**

The total liability of the Company in contract, tort or otherwise (including but not limited to any liability for any negligent acts or omissions) for damages howsoever arising out of or in connection with the performance or observance of the obligations of the Company or any breach thereof will be limited to three times the Purchase Price. In any event the Company shall not be responsible for special, consequential, economic or profit loss or damage.

**FORCE MAJEURE**

The Company shall not be liable for any delay in or failure to perform any of its obligations under any contract to which these terms and conditions apply where such delay or failure is a result of any matter which is beyond the Company's reasonable control or not within prejudice to the generality of the foregoing, any act of God, storm, fire, flood, explosion, war or warlike action, terrorism, declaration of hostilities, civil commotion, strike, or other industrial action, or any orders, rules or restrictions of any government. In any such event the Company may at any time by notice to the Customer at the Company's sole option either increase the price of the Goods to take account of any increase in the cost to the Company of performance occasioned thereby or cancel the contract or any unfulfilled portion thereof without liability to the Customer.

**FREEDOM OF TRADE**

Any Goods may, subject to these conditions, be purchased from the Customer for use and sale in any country for the time being a member of the European Community or European Free Trade Area. Except with the prior written consent of the Company, the Customer shall not either directly or indirectly sell any Goods to any other country without the previous written consent of the Company unless the same are fitted to or from a constituent part of a motor car or other vehicle.

**PRODUCT LIABILITY**

The Customer shall indemnify and keep indemnified the Company on demand in respect of any claims which arise as a result of Goods being found to be defective within the meaning of Part 1 of the Consumer Protection Act 1987 to the extent that such defect results either (a) from the Goods having been manufactured in compliance with instructions given by the Customer whether or not the Goods are to be fitted to or from a component part of any product manufactured or sold by the Customer or (b) from any failure on the part of the Customer to comply with the provisions of clause 6 above. Leaflets explaining the extent of the Company's and their distributors' product liability are available free of charge from the Company's Product Support Department at Radical Sportscars.

**ORIGINAL EQUIPMENT SUPPLIES**

No Goods supplied for original equipment purposes shall be resold or supplied by the Customer without the previous written authority of the Company.

**ADVERTISING**

The Customer shall not use any trademarks or names belonging to the Company other than as applied to Goods or literature supplied by the Company, except for uses of the trademarks previously approved in writing by the Company. Request for approval for any such use, particularly in advertising material, should be addressed to Sales & Marketing Director, who can assist with artwork and general advice in relation to use of the trademarks.

**BRANDING**

The Customer shall not without the previous written authority of the Company, deface, mark, or tamper in any way whatsoever with the Company's trademarks on any Goods.

**VARIATIONS AND WAIVERS**

Any variation of or waiver in relation to these Terms and Conditions shall not be binding unless agreed in writing by the authorised representative of the parties.

**APPLICABLE LAW**

These terms and conditions are governed by and shall be construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts. Nothing in these terms and conditions shall prevent the Company from entering judgements or orders made pursuant to clause 15.(a) in any other Court of competent jurisdiction anywhere in the world. Upon the written request of the Company at any time the Customer shall within seven (7) days nominate solicitors in the United Kingdom to accept service of legal documents on the Customer's behalf. It is the Customer's responsibility to arrange a translation of these Terms and Conditions if the Customer does not recognize the English language.

**CONTRACT (RIGHTS OR THIRD PARTIES) ACT 1999**

The parties do not intend that any of these terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**NOTICES**

All communications between the parties about this Agreement must be in writing and delivered by hand or sent by prepaid first class post or by facsimile transmission to the relevant parties registered office. Communications shall be deemed to have been received:

- if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
- if delivered by hand, on the day of delivery;
- if sent by facsimile transmission on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

Communications addressed to the Company shall be marked for the attention of Joe Anwyl, CEO.

**SEVERABILITY**

All of the provisions of these Conditions and/or Contract are intended to be distinct and severable. If any provision of these Terms and Conditions is or is declared to be invalid or unenforceable in any jurisdiction it shall be ineffective in such jurisdiction only to the extent of such invalidity or unenforceability. Such invalidity or unenforceability shall not affect either the balance of such provision to the extent it is not invalid or unenforceable or the remaining provisions hereof or render invalid or unenforceable such provision in any other jurisdiction.

**SCOPE**

These terms and conditions are applicable to the order and purchase of the Radical RXC track and racing car range only.

SIGNATURE: