



General Terms and Conditions

Lordes Legal

Updated: 27 October, 2017

Effective: 27 October, 2017

To: **OUR CUSTOMER** (“You”)

Thank you for choosing LORDES.

This is an agreement between you and LORDES that describes the Services we will provide to you (this “**Agreement**”). For your convenience, we have phrased some of the terms of this Agreement in a question and answer format. You should read the entire Agreement because all of the terms are important and together create a legal agreement that, once accepted by you, or in the event that you do not expressly accept this Agreement but once you use our Services, applies to you.

1. **LORDES contracting entity**

RDC AUTOMOTIVE GROUP LIMITED (a company incorporated in Guernsey with registered number 62136) trading as ‘Lordes’ whose registered office is at Newport House, 15 The Grange, St Peter Port, Guernsey, GY1 2QL (“**LORDES**”)

2. **Scope of agreement, acceptance, and changes**

2.1 *What services are covered by this Agreement?*

- 2.1.1 High end humidity and climate controlled car storage;
- 2.1.2 Car detailing and decontamination;
- 2.1.3 Car concierge (delivery of cars to any location worldwide, and car related trips such as track days and long trips around the world with or without other LORDES customers and car enthusiasts);
- 2.1.4 Driver training program, where LORDES will train you how to drive your car on any track specified by you (“**Driver Training**”);
- 2.1.5 Car sourcing, including finding rare used cars for purchase by you;
- 2.1.6 Car modification and cleaning services;
- 2.1.7 Car bonding and investment for overseas clients; and
- 2.1.8 any other LORDES services (whether branded or not) whether or not by reference to any supplemental agreement or as defined in your LORDES Sales Order Form, or otherwise. We refer to the use of LORDES services, as well as any products provided by us collectively as the “**Services**”.

We reserve all of our intellectual property rights of any nature now and as arising directly or indirectly as part of or as a result of our Services anywhere in the world and all such rights remain vested in us.

2.2 *How do I accept this Agreement?*

By using or accessing the Services, or by agreeing to these terms (by notice in writing or verbally), you agree to abide by this Agreement without modification by you. If you do not agree, you may not use our Services, but you may still be liable to pay certain of our charges dependent on the prevailing circumstances.

2.3 *Can LORDES change this Agreement after I have accepted it?*

Yes. From time to time, LORDES may change or amend these terms. If we do, we will notify you, in an email message, or through other reasonable means such as display of these terms at our premises. If you use any of our Services after the date the change becomes effective, you consent to the changed terms. If

you do not agree to the changes, you must stop using the Services. Otherwise, the new terms will apply to you.

2.4 *What types of changes can I expect to the Services?*

We continuously work to improve our Services and may change our Services or the scope of them at any time. From time to time we may stop providing part of the Services. We may do so, for example, if it is no longer feasible for us to provide a Service, customer feedback indicates a change is needed, our agreements with third parties no longer permit us to make the relevant Service available, or external issues arise that make it imprudent or impractical for us to continue.

2.5 *Term and renewal*

This Agreement shall have an initial term of 1 (one) year and shall automatically renew on an annual basis unless you give notice to terminate in accordance with clause 4.2.

3. **Our charges**

3.1 We provide our Services on a bespoke basis and accordingly our charges are tailored to the nature of our Services as required by you. We will endeavour to accommodate any reasonable requests, as we have a fully flexible service, with a very experienced team. Such charges are set out in your LORDES Sales Order Form. We have the following priced services:

- Base storage charge - price on application charged monthly per car depending on the level of service selected (we may offer discounts at our discretion for storing more than one car for significant periods of time)
- Initial entry charge (on-boarding including decontamination of car) - £300 plus £25 administration fee
- Collection of car - subject to location of car. Price on application
- Drip trays - included in base storage charges
- Battery charger - included in Standard and Premium base storage charges
- Light electrical and mechanical tests – included in base storage charge
- Tyre mats - included in base storage charge
- Provision of closed circuit recorded television camera for 24-hour manned surveillance of your car
- Car sourcing - 5% commission of the gross purchase price of the car sourced (payable by you on the date of your purchase of the car)

Price on application for any products or services detailed above, not included in your level of base storage charge.

4. **On-boarding your car**

We take pride in providing a first class service and as part of accepting your car into storage after delivery by you to our facility or collection by us, we have the following mandatory on-boarding procedure using our vehicle induction sheet as annexed to this Agreement as Annex 1 (we reserve the right to unilaterally change the parameters of the vehicle induction from time to time):

- (a) Identification of you as the owner of the car copied for our records (including a full copy of the car's logbook). We reserve the right to change the identification documents we require, but as a minimum we require sight of your original passport or photo driving licence or a certified copy of either and a home address utility bill less than 3 months old or a certified copy of same. Certified copies must be certified by a lawyer, accountant or banker. Please note that we will only accept the owner(s) of a car as our customer. We may accept agents of the owner as customers as an exception to policy, however we may have more in-depth requirements prior to providing Services to an agent, such as a power of attorney authorising the agent to act on the owner's behalf.
- (b) Full decontamination of the car (you will be offered full details and menu of options; however, no car will be permitted entry to our premises contaminated).
- (c) All oil levels and battery condition checked as well as checking for any leaks and/or smoke.
- (d) Any defects will be noted and you will be required to sign the relevant inspection document to accept the condition of the car on entry. Any identified defects may be fixed by us subject to your agreement to our resulting charges.
- (e) Car assigned a space.
- (f) Car plugged into battery conditioner.
- (g) Drip tray positioned under car.
- (h) Car covered.
- (i) After 24 hours your car will be checked for leaks and battery condition/levels.
- (j) Normal weekly rotor starts (oil battery and visual check for defects) (data collected on each check to start building a 'medical history' whilst under our care).
- (k) Every month electrical systems given a light exercise (ignition on and testing that systems work as they should)
- (l) A quarterly light mechanical and heavy electrical exercise on a rolling road.

Your car will be inspected on a regular basis in accordance with the inspection rota as annexed to this Agreement as Annex 2. We reserve the right to unilaterally change the parameters of the regular inspections from time to time.

5. Services cancellation

5.1 What happens if I do not comply with this Agreement?

If you breach any term of this Agreement, we may summarily suspend or cancel the Services, withhold access to your car exercising our common law right to a lien over the car, and/or refer any such breach to appropriate authorities in the event that we consider such breach to constitute a reportable event under any applicable law or regulation.

5.2 *How can I terminate the Services?*

You may terminate the Services on one month's written notice to us with a minimum storage period of six months. If you have agreed a short-term storage agreement with us, the minimum notice period will be set out in the relevant separate agreement governing same. All fees due to LORDES will remain due and payable until the end of the notice period.

5.3 *What happens if my Services are cancelled or terminated?*

If your Services are cancelled or terminated (whether by you or us), your right to use the Services stops immediately. You must pay all fees due to us and collect your vehicle at your own expense by the end of the payment month, in which you or we give notice of cancellation or termination. In the event that you do not collect your car in accordance with this Agreement, we have the right, acting reasonably, to dispose of your car by subrogation (by sale or otherwise) and offset any sale proceeds against any sums due to us or incurred by us in disposing of your car. This provision also applies in the event that you have not paid us any sum when due and we are unable to contact you.

6. **Privacy and Data Protection**

6.1 *Privacy Statements*

Your privacy is important to us. We describe how we use and protect any information we collect from you in the Privacy Statements. They are important so please read them carefully. They are available on our website and are also displayed at our premises. This Agreement incorporates the Privacy Statements by reference. By using the Services, or agreeing to these terms, you consent to LORDES' collection, use and disclosure of your information as described in the Privacy Statements.

7.2 *Data Protection*

We comply with the Data Protection (Bailiwick of Guernsey) Law, 2001 (the "Act"). For the purposes of the Act, we are the data controller and sole owner of the personal data collected on you by any means.

We do not sell, share or transfer this information except as otherwise set out in from time to time in the Privacy Statements.

We use up-to-date industry procedures to keep personal data as safe and secure as possible and to protect against loss, unauthorised disclosure or access. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

The Act gives you the right to access details that we hold about you. Your right of access can be exercised in accordance with the Act. A small fee may be payable in respect of any access request.

7. **Payment:**

7.1 *Charges*

The price stated for the LORDES Services excludes all applicable taxes and, where applicable, currency exchange settlements, unless stated otherwise. You are solely responsible for paying our charges and all such taxes or other charges. We may summarily suspend or cancel the Services if we do not receive full payment from you by the due date for such payment.

7.2 Your billing account

Your payment method, payment amount and payment frequency is all defined within the LORDES Sales Order Form. Unless otherwise expressly noted, all invoices are payable on demand.

7.3 Billing

By providing LORDES with a payment method, you (i) represent that you are authorised to use the payment method that you provided and that any payment information you provide is true and accurate; and (ii) authorise LORDES to charge you for the Services using your payment method. We may bill you (a) in advance; (b) at the time of supply; (c) shortly after supply; or (d) on a recurring basis in relation to storage Services. We may bill you at the same time for more than one of your prior billing periods for amounts that have not previously been processed.

7.4 Billing statement and errors

We will provide you with a billing statement on demand. If we make an error on your invoice you must tell us within 30 days after the error first appears on your invoice. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we will not be required to correct the error or provide a refund. If LORDES has identified a billing error, we will correct that error within 30 days.

7.5 Price changes

We may change the price of the Services at any time and will notify you by email at least 3 months before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service, that price will remain in force for the term.

7.6 Late payments

Payments not received within 3 Business Days of their due date will incur interest at 8.5% per annum, calculated on a daily basis and compounded weekly. You must also pay for all reasonable costs we incur to collect any past due amounts. These include our reasonable legal fees and other costs, to the maximum extent permitted by law. We retain a lien over your car and any other of your assets in our custody for such time as any payment due to us is outstanding.

7.7 Payments to you

If we owe you a payment, then you agree to provide us on a timely and accurate basis with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust for any previous overpayment.

8. NO WARRANTIES

LORDES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF ANY LORDES SERVICES. YOU UNDERSTAND THAT USE OF ANY LORDES SERVICES IS AT YOUR OWN RISK. TO THE EXTENT PERMITTED UNDER LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT CARS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OR INSTANCES OF BREAKDOWN OCCUR OUT OF OUR CONTROL.

9. Limitation of liability

9.1 If LORDES breaches this Agreement and does not remedy such breach in accordance with clause 10.2, you agree that your exclusive remedy (unless otherwise provided in any other written agreement between us) is to recover from LORDES direct damages up to an amount of £100,000 for all claims in aggregate and in relation to all and any breaches. YOU CAN NOT RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE. These limitations and exclusions apply if this remedy does not fully compensate you for any losses or fails of its essential purpose. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to this Agreement; claims for breach of contract, warranty, guarantee, or condition (whether your car has deteriorated whilst in storage or otherwise, and whether caused by any Force Majeure Event); strict liability; negligence; misrepresentation or omission; trespass; violation of statute or regulation; or unjust enrichment. No limitation of liability applies in relation to any death or personal injury caused by our negligence.

9.2 In relation to Driver Training, you agree that motor racing is dangerous and carries an inherent risk of death or personal injury. You accept that this Service is provided entirely at your own risk and LORDES accepts no liability whatsoever in relation to any damages or losses of any nature which you may sustain, save as are directly caused by our negligence. You hereby indemnify LORDES on a full indemnity basis for all and any damages and losses of any nature which LORDES or any of its directors, officers, employees, consultants or suppliers may incur as a direct or indirect result of any action or omission by you in relation to Driver Training.

10. Events of Default

An event of default of this Agreement shall arise if you or we (as the case may be):

- 10.1 you fail to pay any sum due under this Agreement when due unless non-payment is due solely to administrative or technical delays in the transmission of funds and payment is made within 3 Business Days (a Business Day being a day other than a Saturday or Sunday when banks are open for business in Guernsey) of its due date;
- 10.2 either of us breaches any of the terms of this Agreement (other than an obligation to pay as referred to in Clause 10.1) or any other agreement between us and such breach is not remedied within 10 Business Days of the breach occurring; or
- 10.3 an order is made or an effective resolution is passed for the winding-up or dissolution of Lordes and/or any subsidiary of it (otherwise than for the purpose of a solvent amalgamation or reconstruction); or

- 10.5 either of us are unable to pay their debts as they fall due; or
- 10.6 an encumbrancer takes possession of or a receiver, administrative receiver or administrator is appointed over any of the assets, property or undertaking of Lordes and/or any subsidiaries of it; or
- 10.7 an administration order is made in relation to Lordes and/or any subsidiary; or
- 10.8 either of us ceases or threatens to stop payments of its debts generally; or
- 10.9 Lordes ceases or threatens to cease to carry on its business or a substantial part of its business (as the case may be); or
- 10.10 either of us makes or proposes to make an arrangement or composition with its creditors generally; or
- 10.11 you are declared bankrupt or en désastre, or any petition is made to declare you bankrupt or en désastre

(each of the events specified in Clauses 10.1 to 10.11 inclusive being an “**Event of Default**”).

11. Force Majeure

11.1 “Force Majeure Event” means any event which occurs and is out of our control, including without prejudice to the generality of the foregoing: war, terrorism, fire, landslip, earthquake, flood, storm, power cut, pestilence, disease, Government or industrial action, systemic systems failure, computer hacking, intrusion of malware or internet outage.

11.2 We shall not be liable for any delay in performing or failure to perform any of our obligations under this Agreement caused by a Force Majeure Event.

12. Insurance

12.1 We will insure and keep insured our premises against all such usual risks for a business such as ours as we shall be advised so to do by an independent insurance broker of good repute with an aggregated limit to you at all times of £2,000,000 (two million pounds).

12.2 You will ensure that your car is fully insured on a comprehensive basis with an insurer of good repute at all times during the continuation of our Services. To the extent that any damage is sustained in relation to your car as a direct or indirect result of our Services, first recourse shall be against your insurance policy. You will provide us with a copy of your insurance policy as is in force from time to time.

13. Assignment and transfer

We may assign this Agreement, in whole or in part, at any time without notice to you. You may not assign this Agreement or transfer any rights to use any LORDES Service.

14. Notices

You consent to LORDES providing you with notifications about the Services or information the law requires us to provide via email to the address that you specified when you signed up for the Services. Any notices sent to us must be delivered to our registered office. Notices emailed to you will be deemed

given and received when the email is sent. Notices sent to us will be deemed to be received at the time of delivery if within the hours of 9am and 5pm on a Business Day, or if not on a Business Day, at 9am on the first Business Day after the date of delivery. If you do not consent to receiving notices electronically, you must stop using the Services.

15. Claims must be filed within one year

Any claim related to this Agreement and/or any LORDES Service must be brought within one year of the date you could first bring the claim. If not filed within that time, then it will be deemed to be permanently barred.

16. Personal tax and legal advice

You are responsible for taking all and any independent tax and legal advice which may be advisable in relation to any acts you may take or refrain from taking in relation to any of our Services. We bear no responsibility for any losses you may incur as a result of any failure by you to be fully and independently advised.

17. Contract interpretation

This together with any other agreement expressly entered into between us (to the extent not terminated) is the entire Agreement between you and LORDES for your use of any LORDES Services. All parts of this Agreement apply to the maximum extent permitted by applicable law. If a Court holds that we cannot enforce a part of this Agreement as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement will not change. This Agreement's section titles are for reference only and have no legal effect.

18. No third-party beneficiaries

This Agreement is solely for your and our benefit. It is not for the benefit of any other person, except for LORDES' successors and assigns, and cannot be enforced by any third party.

19. Governing law and interpretation

This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with Guernsey law and the Parties hereto submit to the exclusive jurisdiction of the Courts of Guernsey, Channel Islands in respect of any such dispute or claim.

Annex 1

Vehicle Induction Sheet

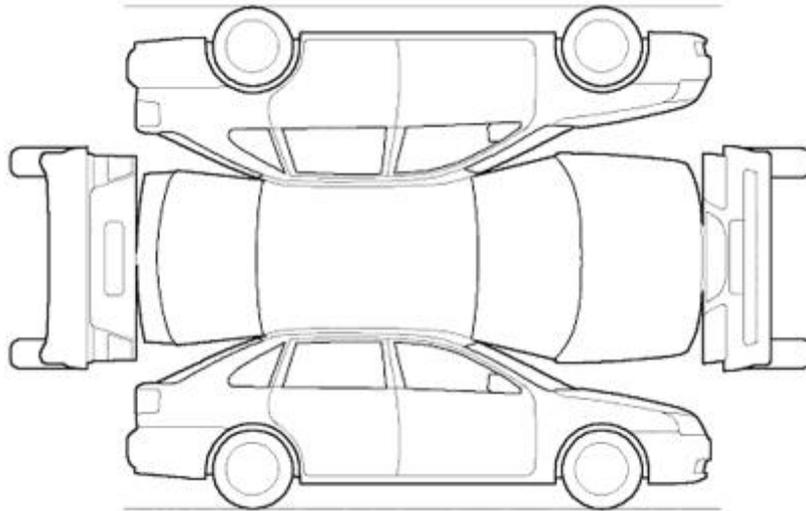
Vehicle Details

Manufacturer	
Model	
Year	/ /
CC	
Mileage	
Colour	

Owners Details

Title	
First Name	
Last Name	
Address	
Country	
Date of Birth	/ /
Email	
Phone	

Vehicle Condition



Notes:

Leaks	
Battery Condition	
Tyre Tread / Condition	
Interior	
Other	

I accept the above analysis and storage terms and conditions overleaf

Signature (owner)	Signature (inspection staff member)
Print Name	Print Name

Annex 2

Inspection Rota

Car	
Owner	
Registration No	
Date	/ /

Checks: (fill in the information box if any comments are needed)

Remove Cover	
Visually Inspect Paintwork	
Inspect Drip Tray	
Battery Inspection	
Fluid Level Check / Fluid Quality	
Engine Bay Inspection	
Interior Inspection	
Electronic Exercise	
Light Mechanical Exercise	
Inspect Drip Tray During Mechanical Exercise	
Additional Comments	
Signed (inspectional manager)	