



Sheer
Driving Pleasure



ORDER FORM.

BMW M4 GT4.

 **Motorsport**

CONTRACT DATA.

BMW M4 GT4.

Name/Company/Customer No.

Phone

Company
Bayerische
Motoren Werke
Aktiengesellschaft

Postal address
BMW AG
Motorsport
80788 Munich

Office address
Anton-Ditt-Bogen 20
80939 Munich

Telephone
+49 89 382-0

Fax
+49 89 382-0

Internet
www.bmw-
motorsport.com

**Chairman of the
supervisory board**
Norbert Reithofer

Chairman
Oliver Zipse

Board of management
Milagros Caiña Carreiro-
Andree
Klaus Fröhlich
Pieter Nota
Nicolas Peter
Peter Schwarzenbauer
Andreas Wendt

Managing director / Authorised representative

Fax

Street

Email

Postcode, City

VAT Number

Country

The customer orders the following from Bayerische Motoren Werke Aktiengesellschaft ("BMW Motorsport"), based on the purchase terms and conditions for new BMW race cars and parts current at 01/2019.

Location, Date

Name of Purchaser (in block letters)

Signature and Seal of Purchaser

CAR AND OPTIONS.

BMW M4 GT4.

	Number	Price*
Car: BMW M4 GT4		
Race Ready (chassis and body parts painted white, roof in carbon look)		174,000 €
TOTAL		

Options**	Number	Price*	Price* with purchase of car
Homologated endurance package		8,605 €	7,745 €
Power stick set		1,980 €	1,785 €
Suspension sensor		4,915 €	4,425 €
Tyre pressure measuring instrument***		4,920 €	4,430 €
Illuminated car number		1,890 €	1,890 €
Preparation for cylinder refuelling		1,080 €	980 €
Taxi seat package		4,490 €	4,050 €
Safeties for air jack system		568 €	515 €
Stands for air jack system		2,060 €	1,980 €
Set of rims (max. 5 per car) – price per set		2,060 €	1,860 €
Quick Refueling		6,120 €	5,510 €
XL Seat (as alternative)			
TOTAL			

* Prices from BMW Motorsport, Munich/Germany, not including applicable VAT, freight and handling costs. The prices stated were correct at the time the order form was produced and may change at any time. Changes and mistakes are reserved.

** Options can be ordered at the price quoted only in conjunction with the purchase of a car. Options are provided and not installed. Delivery possible for a surcharge.

*** Including four pressure sensors and four wheel valves.



PURCHASE TERMS AND CONDITIONS FOR NEW BMW RACE CARS AND PARTS.

BMW M4 GT4.

I. Execution of Agreement

The Purchaser shall be legally bound to the order for a maximum of three weeks. In case of a vehicle that is in stock at the Seller, the Purchaser shall legally be bound to the order for ten days. The purchase agreement is completed as soon as the Seller has accepted in writing the order for the defined object of purchase within the designated period or if delivery has been effected. However, the Seller shall inform the Purchaser in writing immediately if he/she does not accept the order.

II. Payment

1. Payment of the purchase price and payments for subsequent services shall be due in cash before the object of purchase is handed over unless other arrangements have been made between the parties.
2. The Purchaser may only make use of offset against any claims of the Seller if the Purchaser's counterclaims are undisputed, or if a legally binding judgment has been handed down. The Purchaser may only make use of his/her right of retention if this is based on claims arising from the purchase agreement.

III. Delivery and Default

1. Delivery dates and time limits for delivery that can be agreed with or without obligation shall be agreed in writing. Deadlines for delivery begin upon execution of the agreement.
2. If the date or period of delivery without obligation has been exceeded by six weeks the Purchaser may request the Seller to effect delivery. This time period is reduced to 10 days in case the vehicle is on stock at the Seller. When this reminder is received, the Seller shall be deemed to be in default. In addition to requiring delivery the Purchaser may then also claim damages for default, if damage or loss has been sustained. Such claim shall be restricted to a maximum of 5% of the agreed purchase price in the case of slight negligence.
3. If the Purchaser additionally wishes to withdraw from the purchase agreement or to claim compensation for damages in respect of breach of contract, the Purchaser shall grant the Seller a reasonable period for delivery as defined in section 2 sentence 1 and 2. If the Purchaser can claim compensation for damages instead of performance, such claim shall be restricted in cases of slight negligence to a maximum of 25% of the agreed purchase price. If the Purchaser is a businessperson acting in the capacity of his/her commercial or independent professional activity when executing the purchase agreement, any claims relating to compensation for damages shall be excluded in the case of slight negligence. If performance inadvertently becomes impossible for the Seller while he/she is in default, he/she shall be liable in accordance with the foregoing limitations. The Seller is not liable, if the damage or loss would have been sustained by the Purchaser if the object of purchase had been delivered in time.
4. The provisions regarding limitation of liability in this clause IV. do not apply in the event of death, personal injury, or harm to health.
5. If a binding deadline for delivery is exceeded, the Seller shall be deemed to be in default immediately after this occurs. The rights of the Purchaser are then set forth in section 2 sentence 4, sections 3 and 4 of this clause IV.
6. Force majeure or shutdowns on the premises of the Seller or the Seller's suppliers that are not the fault of the Seller, e. g. due to riot, strike or lock-out, and which temporarily prevent the Seller from effecting delivery of the object of purchase in time on the agreed date, extend the deadlines and periods specified in sections 1 to 5 by the period during which these circumstances prevented performance in accordance with the agreement. If such disturbances lead to a delay in performance of more than four months, the Purchaser may cancel the agreement. Other rights of withdrawal remain unaffected.

7. Changes to design or form, deviations in shade of color, and any changes to the scope of delivery on the part of the manufacturer shall be subject to reservation during the delivery period, provided that any changes or deviations are reasonable for the Purchaser when taking due account of the interests of the Seller. If the Seller or the manufacturer uses symbols or numbers for purposes of designating the order or the object of purchase ordered, no rights shall be derived solely from such numbers or symbols.

IV. Acceptance

1. The Purchaser shall take over the object of purchase within fourteen days upon receipt of the notification of availability.
2. If the Purchaser fails to take over the object of sale, the Seller may assert his/her statutory rights. If the Seller claims compensation for damages, such damages shall be 15% of the purchase price. The damages shall be set higher or lower if Seller can provide evidence of higher costs or if the Purchaser can provide evidence of lower costs.

V. Reservation of Ownership

1. Ownership of the object of purchase shall remain with Seller until all claims under the purchase agreement are fully settled. If the Purchaser is a businessperson and if the purchase agreement is part of the Purchaser's commercial business, reservation of ownership shall also cover any claims that the Seller makes in relation to the vehicle, e. g. repairs, delivery of spare parts, until the purchase price is settled and all claims arising from a current business relationship between the Seller and the Purchaser are settled. During the period of reservation of ownership, the Seller shall be entitled to hold the registration document of the vehicle. At the request of the Purchaser, the Seller shall waive the reservation of ownership, if the Purchaser has fulfilled all the obligations arising out of the purchase and provides or has provided adequate security for any obligations to the Seller arising out of the commercial relationship with Seller.
2. If there is any delay in payment on the part of the Purchaser, the Seller shall be entitled to withdraw from the purchase agreement pursuant the statutory provisions (§323 BGB). If the Seller additionally has a claim in respect of compensation for damages instead of performance and if the Seller takes back the vehicle, the Seller and Purchaser are agreed that the Seller shall reimburse the usual sale value of the object of purchase at the time that it is taken back. At the request of the Purchaser, which can only be expressed immediately after return of the object of purchase, a publicly accredited and sworn expert, e.g. the Deutsche Automobil Treuhand GmbH (DAT), shall - at the discretion of the Purchaser - determine the usual sale value. The Purchaser shall bear the necessary costs of taking back and resale of the object of purchase. Without verification, the costs of resale shall be 5 % of the usual sale value. They may be set higher or lower if the Seller can provide evidence of higher costs or if the Purchaser can furnish evidence of lower costs.
3. As long as reservation of ownership prevails, the Seller shall not dispose of or pledge the object of purchase, use it as security for a debt or hire it out.

VI. Defects

1. As far as the quality of the object of purchase is concerned, it is hereby agreed that the object of purchase is suitable for use in motorsport as a high-performance product with a short lifecycle and therefore does not have to comply with any minimum durability requirements. The warranty of the Seller is therefore limited to freedom from defects in materials and in the manufacturing work.
2. If the Purchaser is a consumer, any claims of the Purchaser for material defects shall fall under the statute of limitations pursuant to the relevant legislation and shall lapse after two years from delivery of the vehicle,

PURCHASE TERMS AND CONDITIONS FOR NEW BMW RACE CARS AND PARTS.

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in the case of used objects of purchase after the period of one year. If the Purchaser is a businessperson who was acting in the capacity of his/her commercial or independent professional activity when concluding the agreement, the period relating to the statute of limitations shall be one year. There shall be no Purchaser's claims if the defect or damage can be shown to be due to normal wear and tear or has occurred as a result of one of the following reasons:

- the Purchaser did not notify a defect immediately after discovery, or
- the object of purchase has not been used in accordance with the manufacturer's instructions or has been subject to excessive loads, or
- the object of purchase was not repaired, serviced or maintained in accordance with the manufacturer's instructions by a firm not accredited by the manufacturer for servicing and the Purchaser was aware of this, or
- components have been installed in the vehicle, which have not been approved for use by the manufacturer, or the vehicle or parts thereof (e.g. software) have been changed in a manner not approved by the manufacturer, or
- the Purchaser failed to follow the regulations relating to handling, maintenance and upkeep of the vehicle (e.g. owner's manual).

Further claims shall remain unaffected provided that the Seller is liable according to the law or if otherwise agreed, especially in case of a guarantee being issued.

Regarding the parts used by Seller to eliminate a defect, the statutory limitation to assert claims regarding this parts shall correspond with the period in which Purchaser may assert claims pursuant to the agreement applicable to the object of purchase. Ownership in the replaced parts passes over to the Seller.

3. Claims for remedying defects remain unaffected by a change in ownership of the object of purchase.

VII. Liability

1. If the Seller has to assume statutory responsibility for loss or damage and such loss or damage was caused by slight negligence, the Seller shall have limited liability: There shall only be liability in the case of breach of obligations material to the agreement and such liability shall be limited to typical loss or damage that can be foreseen upon execution of the agreement. If the injury is covered by an insurance taken out by the Purchaser for the relevant claim event (with the exception of insurance for a specified amount), the Seller shall only be liable for any associated disadvantages to the Purchaser, e.g. higher insurance premiums, or disadvantages relating to interest rates until claims settlement by the insurer. The Seller is not obliged to claim benefits from his insurance.
2. Irrespective of any fault on the part of the Seller any liability of the Seller in the case of fraudulent concealment of the defect, or in the case of the assumption of a warranty or a procurement risk, and pursuant to the Product Liability Act shall be unaffected.
3. Liability due to delay of delivery is regulated conclusively in section III.
4. The personal liability of legal representatives, agents or employees of the Seller shall be limited in case of slight negligence on their part in accordance with section 1.
5. The limitations of liability provided for in this clause shall not apply if there is injury to life, body or health.

VIII. Place of Jurisdiction, Applicable Law

1. If the Purchaser is a businessperson, the place of jurisdiction for all current and future claims arising from the business relationship with the Seller shall be the Seller's registered place of business.
2. The same place of jurisdiction shall apply if the Purchaser is not subject to a general place of jurisdiction

within the Federal Republic of Germany, if the Purchaser moves his/her place of residence or usual domicile abroad after this agreement comes into effect or if a place of residence or usual domicile is unknown at the time legal proceedings are commenced. Apart from that, place of jurisdiction for all claims by the Seller against the Purchaser shall be the Purchaser's place of residence.

3. The entire contractual relationship between the parties shall be governed by the Laws of the Federal Republic of Germany.

IX. Data Protection

Within the framework of processing a contract of sale, contract-relevant data is stored and processed in accordance with the current legal requirements.

General information on the seller's processing of customer data, as well as information on the rights of those concerned is available on the BMW Deutschland home page www.bmw.com/dataprotection. If you have any further questions regarding data protection, contact datenschutz@bmw.de.

OTHER CONDITIONS.

BMW M4 GT4.

Due to the competition-enduced endeavours of manufacturer and Purchaser to achieve highest performance through design, manufacture and operation, the Seller neither warrants a certain minimum performance, nor minimum endurance. Vehicles and Parts are to be used in motor sports only and not in public traffic. Due to their special design for motorsport purposes the vehicles require professional maintenance and drivers need a special racing training. Otherwise the driver and third parties can be exposed to significant risks.

The Purchaser undertakes to comply with these requirements and to pass on all information and obligation issued by BMW Motorsport (i.a. Technical Bulletins/Information) to possible other users/subsequent owners of the vehicle. For documentation purposes the Purchaser undertakes to pass on name and address of the users/subsequent owners to BMW Motorsport (address see left-sided). The purchaser also has to ensure that other users/subsequent owners respect these reporting requirements. In case of doubts BMW Motorsport is available for detailed information.

The Purchaser based in an EU-country commits and assures hereby to bring all delivery items to the country of destination according to the address of invoice.

With his/her signature, the Purchaser confirms receipt of the above-mentioned terms and the Sellers purchase terms and conditions for new BMW race cars and parts current at 01/2019, and acknowledges these also for future (spare parts) orders.

**The documents and information on the BMW M4 GT4 are in English.
I hereby confirm that I have a spoken and written command of the English language.**

On collection all necessary documentation according to obligations of the financial authorities must be provided (Avis with name of the collector, copy of passport and signed shippers declaration).

Delivery of Vehicles.

Customer pick up at factory

Shipment

(The Purchaser bears the cost and the risk of delivery. The risk will pass to the Purchaser when BMW transfers the vehicles to the transportation agent, the carrier or to another person entrusted with the shipment. If the shipment is delayed for reasons beyond the control of BMW, the risk will pass to the Purchaser on the date when the vehicle is ready for shipment.)

Location, Date

Name of Purchaser (in block letters)

Signature and Seal of Purchaser