

ORDER FORM MINI JOHN COOPER WORKS CHALLENGE RACECAR*



PURCHASER

Name/company

Street

Postal code, town/city

Country

Telephone

Telefax

E-mail

UIN / VAT number

THE PURCHASER HEREBY ORDERS WITH BAYERISCHE MOTOREN WERKE AKTIENGESELLSCHAFT (SELLER) ACCORDING TO THE BELOW TERMS AND THE SELLER'S PURCHASE TERMS AND CONDITIONS FOR RACE CARS AND PARTS:

Name	Price	Volume	Total
MINI John Cooper Works CHALLENGE Racecar To be collected in person in Munich. Standard delivery time: approximately 6 months. The date will be announced with the order confirmation.	41 930 € (price without VAT)		€
<input type="checkbox"/> Left-Hand Drive (LHD) <input type="checkbox"/> Right-Hand Drive (RHD)			
Value Added Tax (VAT) /EC-Deposit (if applicable)			€
Grand Total			€

PAYMENT AND OTHER TERMS AND CONDITIONS:

The MINI John Cooper Works CHALLENGE Racecar ("vehicle") is intended exclusively for use in motor racing, especially for participation in a MINI CHALLENGE Race Series. It therefore has no road homologation. The Purchaser warrants not to purchase the vehicle for immediate or soon re-sale, but for his/her own use as a race car. The Purchaser shall obtain BMW's approval before using the Racecar for other purposes.

If the object of purchase is a vehicle, the Purchaser shall not assign the claims arising from the purchase agreement and not to resell the vehicle within four months following receipt of the vehicle. This condition shall not be applicable in the event of unforeseen or extraordinary circumstances which make the possession of the vehicle unreasonable (e.g. substantial damage to the vehicle caused by an accident) or if the Seller gives prior agreement in writing to such assignment or sale. If, in violation of the aforementioned condition, the Vehicle is sold for commercial purposes or to a commercial reseller, the Purchaser shall pay to the Seller a penalty of 15% of the net sale price.

The Purchaser acknowledges that he/she has read the Purchase Terms and Conditions for Race Cars and Parts (Version July 2007 - available for inspection at www.mini.com/challenge-car) and consents to them - also for future orders which may be submitted by telephone or other means.

The Purchaser is bound to his/her order for a maximum of four weeks, in case of vehicles on stock with the Seller for a maximum of 10 days. The purchase agreement is executed when the Seller confirms in writing the acceptance of the order for the purchase item specified above within the time specified above or carries out delivery within such time. The Seller is obliged to immediately notify the Purchaser in writing if he/she does not accept the order. There are no further verbal arrangements.

Unless otherwise agreed in writing, 30% of the purchase price shall be due 10 days upon receipt of the Seller's order confirmation by the Purchaser; the remaining purchase price prior to delivery upon receipt of an invoice issued by the Seller.

For the purpose of executing this agreement and for customer service purposes, personal data of the Purchaser are stored by the Seller. The vehicle and parts are to be used in motorsports only and not on public roads. Due to their special design for motorsport, the vehicle requires professional maintenance and drivers need special racing training. Otherwise the driver and third parties may be exposed to significant risks, even death. The Purchaser undertakes to pass on all information and obligation issued by the Seller (e.g. 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 the Seller (address see at the end). The Purchaser shall also ensure that other users/subsequent owners respect these reporting requirements. In case of doubts the Seller can provide detailed information.

Due to the competition-oriented endeavours of the Seller and Purchaser to achieve highest performance through design, manufacture and operation, the Purchaser neither warrants a certain minimum performance, nor minimum endurance.

Consumers' Right of Withdrawal (not valid for commercial Purchasers): The Purchaser may withdraw from his/her order within two weeks without reasons by written notification (e.g. letter, telefax, e-mail). The deadline starts upon receipt of this information at the earliest. In order to meet the deadline it is sufficient to dispatch the notice in good time. The notice shall be addressed to BMW Group, VH-41, Heidemannstr. 170, 80939 Munich.

Consequences of Withdrawal: In case of an effective withdrawal, the parties shall mutually return all benefits that they have received. A vehicle will be picked up at the Purchaser's address. If the Purchaser is not able to return the received benefits partly or in total or only in deteriorated state, the Purchaser shall refund the difference in value accordingly. This shall not apply if the deterioration is exclusively due to the inspection of the benefits (as it would have been possible in a shop). Notwithstanding the above the Purchaser can avoid his/her obligation to refund reductions in value by not using the benefit and avoiding anything that could decrease its value.

Place, Date

Purchaser's Name (in block letters)

Purchaser's Signature & Company

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PURCHASE TERMS AND CONDITIONS FOR RACE CARS AND PARTS

(Version February 2009, not valid for the US market)

I. Execution of Agreement/Transfer of Purchaser's Rights and Obligations

1. The Purchaser shall be legally bound to the order for a maximum of four weeks. In case of a vehicle that is in stock at the Seller, the Purchaser shall be legally 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.
2. Orders shall be made in writing. If the Seller accepts an order by word of mouth, by telephone or by e-mail, the order shall be exceptionally accepted by the Seller and delivery made without warranty for the correct scope of delivery. The Seller's order confirmation / proforma invoice and its specifications invoice shall prevail. Addenda or amendments to these Terms and Conditions shall be made in writing.
3. If the object of purchase is a vehicle, the Purchaser shall undertake not to assign the claims arising from the purchase agreement and not to resell the vehicle within four months following receipt of the vehicle. This condition shall not be applicable in the event of unforeseen or extraordinary circumstances which make the possession of the vehicle unreasonable (e.g. substantial damage to the vehicle caused by an accident) or if the Seller gives prior agreement in writing to such assignment or sale. If, in violation of the aforementioned condition, the vehicle is sold for commercial purposes or to a commercial reseller, the Purchaser shall pay to the Seller a penalty of 15 % of the net sale price.

II. Prices

Price changes stated in the purchase agreement are permissible if more than four months have elapsed between execution of the purchase agreement and the agreed delivery date and if the manufacturer changes the list price after execution of the agreement. In the latter case, the Seller may adjust the purchase price to accommodate the change. This shall also apply to any change in the statutory rate of Value Added Tax. If the purchase price increases by more than 5 %, the Purchaser may cancel the agreement in writing within two weeks upon receipt of the Seller's notification of such a price increase. If delivery is effected within four months, the price stated in the agreement shall remain binding. If the Purchaser is a legal entity under public law or a trust under public or administrative law or a businessperson and if, in the latter case, the purchase agreement forms part of the Purchaser's commercial business, the aforementioned provision relating to variations in the purchase price shall also apply if there is an agreement to effect delivery or if delivery is effected within four months of concluding the purchase agreement.

III. Payment/Payment Default

1. Payment of the purchase price and payments for subsequent services shall be due without deductions prior to handover of the object of purchase.
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.

IV. Delivery and Default

1. Delivery dates and time limits for delivery that can be agreed with or without obligation shall be quoted in writing. Deadlines for delivery begin upon execution of the agreement. If amendments are made to the agreement in writing, it may be necessary to agree a new delivery date or period.
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. When this reminder is received, the Seller shall be deemed to be in default. In addition to requiring delivery the Purchaser may 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. If the Purchaser also 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 upon expiry of the six-week period defined at the beginning of the paragraph. If the Purchaser can claim compensation for damages instead of performance, such a 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 pursuant to sections 1 and 2 of this clause IV, unless the damage or loss would have been sustained by the Purchaser if the object of purchase had been delivered in time.
3. If a 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 of this clause IV.
4. 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 a 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 and 2 of this clause IV, 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.

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5. Changes to design or form, deviations in shade of colour, 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.

V. Acceptance

1. If the object of purchase is a vehicle the Purchaser shall be entitled to test the vehicle at the agreed place of acceptance within eight days upon receipt of a notification that the vehicle is available for collection. The Purchaser shall take delivery of the vehicle during this period unless arrangements for shipment have already been made.
2. The Purchaser (or his/her representatives/ carrier) shall be responsible for shipment of the object of sale and such shipment shall be at the Purchaser's cost and risk. The risk shall pass to the Purchaser at the latest when the Seller has delivered the objects of purchase to the forwarding agent, carrier or any other representative if no other arrangement has been agreed. If shipment is delayed due to circumstances beyond the Seller's control, the risk shall pass to the Purchaser when the Seller is ready to effect shipment. In case the Seller arranges for insurance cover at the Purchaser's request the Purchaser shall remain responsible for the cost of insurance thus incurred while the Seller does not guarantee for full damage cover. Shipment of the objects of sale shall be at the cost of the Purchaser.
3. If the Purchaser fails with intent or due to gross negligence to accept the vehicle within fourteen days upon receipt of the notification of availability, the Seller may set the Purchaser a further deadline of an additional fourteen days. After expiry of this subsequent period of fourteen days without performance, the Seller shall be entitled to withdraw from the agreement on the basis of a written declaration or request for compensation of damages due to breach of contract. A further deadline is not necessary and the Seller is under no obligation to make the vehicle available if the Purchaser seriously and definitely refuses acceptance or is obviously not in a position to pay the purchase price within this period.
4. 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 the Seller can provide evidence of higher costs or if the Purchaser can provide evidence of lower costs.

VI. Reservation of Ownership

1. Ownership of the vehicle 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 from the purchase and provides or has provided adequate security for any obligations to the Seller arising from 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. 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 all the 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 provide 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, or make any changes which would reduce the security of Seller without the prior written consent of the Seller.
4. If the object of purchase is subject to seizure by a third party, especially if the vehicle has been pledged or used as security for a debt by a service centre (contractor's lien) the Purchaser shall inform the Seller in writing immediately. The Purchaser shall also inform the third party without undue delay that the vehicle is subject to reservation of ownership.
5. The Purchaser shall keep the vehicle in good condition during the period of reservation of ownership.

VII. Liability for Defects

1. As far as the quality of the vehicle 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 nonconformities in materials and in the manufacturing work carried out on the ex-factory vehicle or component.
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, in the case of used objects of purchase after the period of one year. If the Purchaser is not a consumer 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.

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3. There shall be no Purchaser's claims relating to material defects 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 the Seller of 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).

In the case of fraudulent concealment of defects or the assumption of a warranty for quality, additional claims shall remain unaffected.

4. The following shall be applicable to the procedure for remedying defects:
- a) Claims for remedying defects may be asserted by the Purchaser with the Seller or with another firm accredited by the manufacturer for servicing the vehicle. In the latter case, the Purchaser shall inform the Seller of this fact. If claims are notified by word of mouth, a written confirmation of receipt of the notification shall be issued.
 - b) If the vehicle becomes inoperational due to a material defect, the Purchaser shall go to the firm accredited by the manufacturer for servicing the vehicle nearest to the site of the inoperational vehicle.
 - c) Replaced parts shall become the property of the Seller.
 - d) The Purchaser may assert claims pursuant to the agreement of sale for material defects in the parts and components used to eliminate a defect until expiry of the period applicable to the vehicle in respect of the statute of limitations.
5. Claims for remedying defects remain unaffected by a change in ownership of the vehicle.

VIII. Liability

If the Seller has to assume statutory responsibility for loss or damage and in accordance with these Terms and Conditions and such loss or damage was caused by slight negligence, the Seller shall have limited liability:

1. 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. This limitation shall not apply if there is injury to life, body or health. If the injury is covered by 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. There shall be no liability for loss or damage caused by a defect in the vehicle through slight negligence.
2. Irrespective of any fault on the part of the Seller any liability of the Seller shall be unaffected 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.
3. Liability arising on account of delay or default is regulated pursuant to section IV.
4. The personal liability of the legal representatives, agents or employees of the Seller shall be excluded for any loss or damage caused by them due to slight negligence on their part.

IX. Place of Jurisdiction

1. If the Purchaser is not a consumer, the place of jurisdiction for all current and future claims arising from the business relationship with the Seller, including claims arising from bills of exchange and cheques, 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.

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