



To: Project XJ220 Limited  
Wykham Mill,  
Bloxham Road,  
Banbury  
Oxon  
England OX16 9UX

I/We (Full Name) .....

of (Address) .....

.....

Post Code ..... Telephone .....

hereby irrevocably offer to purchase one (1) Jaguar XJ220 subject to the terms and conditions set out overleaf, which offer you may accept by signing and returning the attached copy of this form.

I/We would prefer a left hand drive/right hand drive\* vehicle.

Country vehicle will be based ..... kept in private/public/collection\*

*Either:*

I/We enclose a banker's draft in your favour for £57,500 (being the Deposit of £50,000 plus value added tax at 15 per cent).

*or:*

I/We declare that I am/we are not resident in the United kingdom and enclose a banker's draft in your favour for £50,000\*.

*(\*Strike out whichever does not apply).*

Dated this 19

(in the case of an individual)

SIGNED .....

or (in the case of a company)

SIGNED by  
duly authorised representative(s)  
for and on behalf of

in the presence of:

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For Company's use only

We hereby accept the above offer subject to the terms and conditions set out overleaf

Dated .....

Duly authorised for and on behalf of  
ProjectXJ220Limited.

WHITE: JAGUARSport COPY PINK: JAGUARSport COPY BLUE: DEALER COPY GREEN: CUSTOMER COPY

Registered Office : 17, Station Field Industrial Estate, Kidlington, Oxon, England OX5 1JD. Co. Reg. No. 2316569.

[www.jagstickers.com](http://www.jagstickers.com)

## TERMS AND CONDITIONS OF ORDER

- 1 (a) Upon signing the application form, the applicant named overleaf ("the Customer") shall pay to Project XJ220 Limited ("the Company") the sum of £50,000 ("the Deposit") by banker's draft. If the offer contained in the application form is accepted the Company undertakes that it will reserve one example of the Car for sale to the Customer, and if the offer is not accepted the Deposit shall be refunded to the Customer.
- (b) If the Customer is resident in the United Kingdom, there shall be added to the Customer's banker's draft a sum in respect of value added tax on the Deposit and if the offer is accepted the Company shall provide the Customer with the appropriate VAT invoice.
2. The signing of the application form by the Customer constitutes a firm order by the Customer to purchase an example of the Car and the said order shall not be cancellable by the Customer nor shall the Deposit be refundable except as expressly stated herein. These terms and conditions, together with the application form, are herein referred to as "this Agreement".
3. (a) It is currently intended that the Car shall be produced according to the outline specification annexed hereto. However, all specifications are subject to change at the Company's absolute discretion without notice and without affecting the obligations of the parties under this Agreement.
- (b) Any illustrative or promotional material or brochures supplied to the Customer or otherwise made available by the Company or another party at any time shall not be binding on the Company as to the form which the Car may take or its ultimate specifications and shall not constitute an offer for sale of any particular vehicle.
4. (a) The Company shall build at least one prototype of the Car before 31st July 1990 for the purpose of engineering and production evaluation.
- (b) At least 220 examples of the Car will be produced for sale to the public, and the Company reserves the right to increase this number up to a maximum of 350. The Company also reserves the right to limit supplies to one vehicle per applicant.
5. Upon the Company giving notice to the Customer informing him that an example of the Car bearing the Customer's allocated number will be available for delivery within nine months, the Customer shall within 30 days after the date of the notice pay to the Company the further sum of £50,000 ("the second Payment"), and in the event of the Customer failing to do so the Company may at its option give notice to the Customer cancelling this Agreement. If the Customer is resident in the United Kingdom, the appropriate sum in respect of value added tax shall be added to the Second Payment and the Company shall provide the Customer with the appropriate VAT invoice. The Second Payment shall not be refundable except as expressly stated in this Agreement.
6. The Company shall endeavour to make available an example of the Car for delivery to the Customer during the calendar years 1992 or 1993 but does not guarantee the delivery date and shall not be liable for any damages or claims of any kind in respect of delay in delivery. The Company shall endeavour to fulfil orders in the sequence in which they are placed, but shall not be liable for any failure to do so.
7. The ex-factory price of the Car as at 1st January 1990 is £290,000 excluding value added tax, any other taxes or duties, any factory fitted options, number plates and delivery charges. The said price is subject to increase in proportion to any increase in the General Index of Retail Prices (published by the Department of Employment) between 1st January 1990 and the date of delivery (or any earlier date fixed by the Company).
8. Upon the Company notifying the Customer that the Car is ready for delivery to him and of the amount of the adjusted price, the Customer shall forthwith pay the price of the car, less the amount of the Deposit and the Second Payment (which shall be treated as payments on account of the price) plus any taxes or other sums due which are not included in the price as described in condition 7 above, and shall take delivery of the Car from the Company.
9. Neither the Deposit nor the Second Payment shall in any event bear interest, and in the event of the Customer's order or this Agreement being cancelled or terminated for any reason by the Company or the Company being unable to supply the Car or being in any way in breach of this Agreement the Customer shall be entitled only to the repayment of the deposit and the Second Payment (if paid) and to no other compensation or remedy.
10. The sale of the Car to the Customer shall be subject to the further conditions of sale set out in the Schedule hereto and to the provisions of conditions 13 and 14 below.
11. Any distributor or dealer appointed in relation to the Car is not the agent of the Company and has no authority to bind the Company by any express or implied undertaking or representation or to vary the terms of this Agreement in any way.
12. Any notice hereunder may be validly given if sent by post to the address of the relevant party given in the application form or such other address as the addressee may have furnished in writing to the addressor and shall be deemed to have been received in due course of post.
13. (a) No variation by either party of the terms and conditions hereof shall be effective unless made in writing and expressly accepted by the other party, signed on his behalf, and expressed to form part hereof. No waiver by either party or any breach by the other party of this Agreement shall prejudice the Company's rights hereunder.
- (b) Subject only to the preceding paragraph, this Agreement represents the whole contract concluded between the Company and the Customer and no catalogue, price list, quotation or correspondence is to form part thereof.
14. Any difference or dispute arising between the parties hereto shall be referred to a single arbitrator to be appointed, in the absence of agreement, by the President for the time being of the Law Society in London upon the written application of other party. Any such reference shall be deemed a submission to arbitration in accordance with the Arbitration Acts, or any statutory modification or re-enactment thereof. This Agreement and the terms and conditions set out herein shall be governed by and interpreted according to English Law.

## THE SCHEDULE

### Further Conditions of Sale

1. The total price payable for the Car and any services rendered shall be the price which is in force at the date of despatch from the place of manufacture of the Car, together with any applicable Car Tax, Value Added Tax or other like tax or levy. The Customer shall however be responsible for all storage and demurrage charges arising, together (if applicable) with ocean freight and insurance, customs duties, import charges and any other such expenses.
2. The sum payable by the Customer in respect of Car Tax shall be such sum as the Company has legally had to pay or becomes legally bound to pay for Car Tax in respect of the Car and the sum payable by the Customer in respect of Value Added Tax shall be such sum as the Company becomes legally liable for at the time the taxable supply occurs.
3. Payment of the price shall either be in sterling or in any other currency as may be required in writing by the Company. The means of payment shall be by banker's draft, certified cheque or some other method given written approval in advance by the Company and shall be paid together with delivery charges and where appropriate freight and marine insurance and all preliminary charges prior to despatch of the Car from the manufacturer's works. The Company reserves the right to delay in marking delivery of the Car until the price thereof shall have been credited to its account. If payment is not received by the Company within 30 days of the date on which the notification referred to in condition 8 above was posted, the Company may in addition to any other rights hereunder cancel this Agreement and sell the Car. A sum in respect of any loss sustained by the Company by reason of the Customer's failure to pay shall be paid by the Customer to the Company and in making good any such loss the Company shall be entitled to make use of the whole or any part of the Deposit.
4. The Car is supplied under terms broadly similar to those of the Jaguar Vehicle and Parts Warranty Statements, a copy of which will be supplied to the Customer on application, but so that the guarantee shall operate (so far as United Kingdom sales are concerned) for a period of six months from delivery of the Car or until the Car shall have covered 6000 miles (whichever shall first occur) and (for the avoidance of doubt not including the Jaguar Extended Guarantee. Subject thereto, and except where both the Customer deals as a consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977) and this Agreement is not an international supply contract (as defined in Section 26 of the said Act) all statements, conditions or warranties as to the quality of the Car or its fitness for any purpose whether expressed or implied by law or otherwise are hereby expressly excluded. Any guarantees, conditions or warranties shall in any event cease to operate if the Car is used for racing, rallying, time trials or any other form of competition. Any accessories fitted as new to the Car will be entitled to the benefit of any warranty given by the manufacturers of those accessories. Consumable items will be excluded from warranty.
5. In the case of export sales, the Customer shall be responsible for ensuring that the import regulations of the country or district to which the Car is to be exported (hereinafter referred to as "the Territory") are complied with; and although the Company, its representatives, servants, agents, subsidiary or associated companies are ready and willing to assist the Customer with such information as is in their possession the Company shall be under no liability whatsoever should such information prove to be false or inaccurate or the vehicle subsequently fail to fulfil the requirements in the Territory. In particular, the Car will not be produced so as to fulfil the legislative requirements of the United States or Canada.
6. The Company will endeavour to ensure that the Car is available for delivery on the required date but shall be under no liability whatsoever for any loss or damage arising out of any delay or failure in delivery howsoever occasioned. The Car will normally be delivered to the point of collection nominated by the Customer by the Company's driver but the Company reserves the right to make such arrangements for physical delivery of the vehicle as the Company shall in its discretion think fit. Any delivery arrangements shall be at the risk of the Customer from the time when the Car leaves the place of manufacture.
7. The Car shall remain the property of the Company until the price has been discharged in full. A cheque given by the Customer in payment shall not be treated as a discharge until the same has been cleared. Subject thereto, passing of the property in the Car to the Customer and acceptance by the Customer of the Car is deemed to take place.
  - (a) at the time when the Customer takes delivery of the Car;
    - i) where collection is stated to be in the United Kingdom; or
    - ii) where the Company expressly undertakes to deliver the Car by road to the Customer in any country;
  - (b) on the passage of the Car over the ship's rail at United Kingdom port of shipment where the Car is to be exported unused.
8. It is the responsibility of the Customer to ensure that the Car is insured in accordance with the Road Traffic Acts or other relevant regulations, but if the Company undertakes to arrange insurance such undertaking is subject to the completion by the Customer of a proposal form and acceptance of the said proposal by an insurance company or by underwriters, the Customer making clear to the insurance company the type and extent of insurance cover required.
9. (a) The liability of the Company under this Agreement will be excluded in the event of force majeure (which expression shall without prejudice to the generality of the forgoing include strikes and lockouts).
- (b) If as a result of force majeure or legislation decrees or orders either of the Government of the Territory or of the Government of the United Kingdom the Company is prevented from fulfilling its obligations then it may give notice thereof to the Customer and its obligations under this Agreement shall be cancelled unless otherwise agreed by the parties.
10. The Company reserves the right in performance of its obligations hereunder to provide a car to the specification current at the date of delivery. The Company is not under any liability to ensure that the construction and equipment of the Car comply with the regulations (whether statutory or otherwise) of the Territory nor does the Company warrant that the vehicle will comply with any such regulations at the time of importation into the Territory.
11. Where shipment by sea is undertaken by the Company, goods will be shipped in accordance with customary liner practice. The Company will not be responsible for delays in port of loading or on ocean voyage or in port of discharge or for deviation of carrying vessel beyond the Company's control.

## JAGUAR XJ220 SPECIFICATION

Construction	: Bonded and riveted lightweight aluminium/aluminium honeycomb body/chassis structure. Aluminium body panels. Jaguar Group C race-derived aerodynamics, including front and rear aerofoils and underbody venturi for optimum downforce.
Engine	: Race developed Jaguar twin-turbo 3.5 litre V6, 24 valve four-cam. : Aluminium alloy cylinder block and heads. : Steel crankshaft and con-rods. : Multipoint sequential fuel injection with double injectors & electronic engine management. : Twin water-cooled turbo-chargers. : Twin air-to-air intercoolers. : Dry sump lubrication. : Rear-wheel-drive with transaxle incorporating five speed synchromesh gearbox, spiral bevel final drive and limited slip VC differential.
Driveline	: Twin plate 8½" lug drive AP Racing clutch. : Group C race derived double unequal length wishbones CNC machined from aerospace wrought aluminium alloy. Inboard concentric coil spring dampers. Rear toe-control links and front and rear anti-roll bars.
Suspension & Steering	: Manual rack and pinion steering. : Power assisted ventilated outboard discs with radial mounted four-pot aluminium alloy calipers, front and rear.
Brakes	: 9" x 17" (dia) front, and 14" x 18" (dia) rear, centre lock aluminium
Wheels	: 245/40 x 17" front and 345/35 x 18" rear, ZR rated radial ply ultra low profile.
Tyres	: Concealed headlamps with hinged covers.
Exterior Features	: Laminated windscreen. : Green tinted flush, glass all round. : Electrically operated and heated door mirrors. : Fully adjustable competition style BFA seats with head restraints. : Momo race style steering wheel with leather anatomic grip. : Leather trimmed seats; fascia, instrument binnacle and glove box; door casings and pockets; centre tunnel saddle and storage compartment. : Central door-locking. : Two speed/intermittent/flick windscreen wipers and washers. : Primary instruments – tachometer and speedometer/odometer/trip; oil pressure, oil and water temperatures and voltmeter. : Secondary instruments – clock, fuel level/pressure & turbo-boost. : Heating/air conditioning system with 3 speed fan and face level vents. : Roof console with interior and map reading lights. : Steering column switches for headlights, parking lights, wipers and washers; indicators, headlamp flash and key ignition/lock/start. : Supplementary switches for hazard flashers, interior and map lights, electric windows & door mirrors, heater/air conditioning.

### Estimated Technical Specification

<i>Dimensions</i> (mm/ins)		<i>Engine</i>	
Overall length	4860/191	Displacement	3498cc
Overall width	2000/79	Bore & Stroke	94x84 mm
Height	1150/45	Max Power Din (kW)	500bhp (373 kW) at 6500 RPM
Wheelbase	2640/104	Max Torque Din (Nm)	472 lb/ft (640 Nm) at 5000 RPM
Weight	1350 kgs		
<i>Aerodynamics</i>		<i>Performance</i>	
Drag Cd	0.32	0-60 mph	4.0 secs
Downforce Cz	-0.25	0-100mph	8.0 secs
		Max speed over 200 mph	