



**M Motorsport**



# ORDER FORM.

BMW M4 GT3.

# CONTACT INFORMATION.

BMW M4 GT3.

Name (First, Last)

Company Name / Team Name

Street Address

City, State

Country

Racing License Number\*

Phone Number

Email

Apt/Suite

Zip Code

Authorized BMW M Motorsport Dealer (select from p.9)

Racing Series

Location, Date

Name of Purchasers (block letters)

Signature of Purchaser

Name of Motorsport referral\*\*

Signature of Motorsport Referral

This order form is an expression of interest but does not guarantee or entitle the above applicant to purchase a Racing Vehicle.

\*Required to order/purchase racing vehicles

\*\*Please provide name/signature of BMW Performance Center Instructor or BMW NA Support Engineer that recommended or referred you to the BMW Customer Racing Program.

# PRICING INFORMATION.

## BMW M4 GT3.

	Quantity	MSRP*
<b>BMW M4 GT3</b>	.....	\$530.000
Race Ready (Chassis painted white, Body parts CFRP non painted)		
<b>Competition Package:</b>	.....	\$55.000
(Package cannot be ordered separately)		
Competition package installed options:		
- Additional headlights (LED)		
- Backlit door number (LED)		
- Tire Pressure Monitoring System including 8 sensors		
- Shock absorber travel measurement system		
- Brake pedal travel measurement system		
- BOSCH CAS-M rear-view camera and radar system		
- Additional set of rims		
- Exclusive training day in the BMW M Motorsport M4 GT3 Simulator (excl. travel/accomodation cost, available from February 2022)		
<b>TOTAL</b>	.....	

\*Prices are in USD and do not include shipping. The prices stated were correct at the time the order form was produced and may change at any time. Changes and mistakes are reserved.



# PURCHASING TERMS AND CONDITIONS FOR NEW BMW RACE CARS AND PARTS.

## Purchase of Vehicles

1. The selected Authorized M Motorsport Dealer is an authorized BMW Center for BMW passenger cars and BMW light trucks. In addition, the selected Authorized M Motorsport Dealer offers to BMW Motorsport enthusiasts BMW Parts and Accessories that are specially made for use in closed-course track racing.
2. Purchaser is a Motorsport enthusiast interested in racing motor vehicles only on a closed-course track and never on a public road. Purchaser would like to purchase from the selected Authorized M Motorsport Dealer, unique BMW branded vehicles designed and built exclusively for the purposes of closed-course track racing.
3. BMW NA is in the business of distributing new motor vehicles to its authorized networks of BMW centers and MINI dealers, which in turn sell the vehicles directly to end users (hereinafter "centers"). BMW NA also distributes Motorsport parts and accessories to a limited number of authorized BMW Centers that have chosen to do business with Motorsport enthusiasts. BMW NA will have for distribution within the United States a limited number of motor vehicles that bear BMW's trademarked "Roundel" and "kidney-shaped grille," but are created solely and exclusively for Motorsport racing on a closed-course racetrack (hereinafter referred to as a "Racing Vehicle").
4. Purchaser acknowledges, understands, and agrees that the Racing Vehicle is in a race configuration, is not a passenger car as that term is used in 15 U.S.C. §1231 (c), and does not meet EPA, NHTSA, or any other applicable federal, provincial, or state safety and emission rules and regulations governing vehicles used on public roads.
5. Purchaser and the selected Authorized M Motorsport Dealer acknowledge, understand, and agree that the Racing Vehicle is sold subject to a racing vehicle exclusion issued under EPA regulations at L.0CFR 85.1511(e).
6. Purchaser certifies that it will maintain usage of the Racing Vehicle for Motorsport purposes only, and will never modify or allow said Racing Vehicle to be modified for use other than on a track in a Motorsport activity. Purchaser acknowledges and agrees that Purchaser will not license or register the Racing Vehicle to be driven as a "street legal" vehicle and will not allow the Racing Vehicle to be driven on any street or public road.
7. Purchaser understands that the Racing Vehicle may only be used for closed-course, track racing and may not be used on any roadway or city street in the United States. Purchaser acknowledges that its purchase of the Racing Vehicle is for competitive racing only. Purchaser will not permit the Racing Vehicle to be licensed for use on or driven on any public streets or highways.
8. The selected Authorized M Motorsport Dealer and Purchaser recognize that the Racing Vehicle is not: contained within BMW's new BMW passenger car or BMW light truck model range; advertised by BMW or BMW NA for sale to the general public; a consumer vehicle available for purchase or registration within the United States; or available for general distribution within the United States.
9. Purchaser has entered into a Purchase Agreement with the selected Authorized M Motorsport Dealer for the purchase of a Racing Vehicle. The selected Authorized M Motorsport Dealer authorizes in this Agreement BMW NA to distribute directly to Purchaser the Racing Vehicle set forth herein. Purchaser and the selected Authorized M Motorsport Dealer shall provide BMW NA with a copy of the Purchase Agreement.
10. Purchaser and the selected Authorized M Motorsport Dealer shall be responsible for all applicable taxes, center transaction fees and required documentation on any Racing Vehicle purchased pursuant to this Agreement.
11. The selected Authorized M Motorsport Dealer recognizes that the sale of a Racing Vehicle is not the retail delivery of a BMW passenger car or BMW light truck and is therefore not eligible for any discount, bonus or incentive that is now offered or which BMW NA may offer on BMW vehicles that are made available for retail sale to the general public and sold pursuant to the BMW Center Agreement.

## Delivery Of Vehicles

1. BMW NA agrees to deliver the Racing Vehicle purchased under this Agreement to the selected Authorized M Motorsport Dealer identified by Purchaser.
2. Purchaser shall inspect the Racing Vehicle at the time of delivery. If Purchaser declines to accept the Racing Vehicle, it shall be returned to BMW NA at Purchaser's cost.
3. All Racing Vehicles sold to Purchaser shall be at Purchaser's risk and peril from the time of delivery at BMW NA's established place of delivery whether to Purchaser, Purchaser's agent, or a common carrier, and during all subsequent transportation. It shall be the obligation of Purchaser to insure against such risk for its benefit and at its expense.
4. Purchaser acknowledges, understands, and agrees that because the Racing Vehicle is not a passenger car or on "automobile" as defined in 15 U.S.C. §1231 (c), the Racing Vehicle will not come with a label and/or any of the information set forth in 15 U.S.C. § 1232 (commonly known as a "Monroney Label"), which would accompany a passenger vehicle, and Purchaser agrees to accept delivery of the Racing Vehicle without such Monroney Label.

# PURCHASING TERMS AND CONDITIONS FOR NEW BMW RACE CARS AND PARTS.

## Repairs, Service, And Maintenance

1. Purchaser acknowledges that the Racing Vehicle is a unique piece of machinery that may not be serviced by the selected Authorized M Motorsport Dealer or at any authorized BMW center.
2. Purchaser recognizes that the Racing Vehicle is not a consumer vehicle, and it is not covered by any manufacturer warranty. Purchaser shall be responsible for handling all repairs, service, and maintenance of the Racing Vehicle purchased pursuant to this Agreement.
3. Purchaser further understands that Racing Vehicles under this Agreement are sold "AS IS", and that BMW NA does not in any way give any warranties express or implied to Purchaser. Specifically, BMW NA expressly disclaims any implied warranties of merchantability or of fitness for a particular purpose. Purchaser further understands and agrees that any BMW new car limited warranty DOES NOT apply to the Racing Vehicle.

## Marketing, Promoting, And Advertising Racing Vehicles

Purchaser agrees that any effort to market, promote, or advertise the Racing Vehicle must comply with the BMW Group trademark guidelines and BMW Corporate Identity standards and that Purchaser cannot engage in any marketing, promotion, or advertising of the Racing Vehicle without first obtaining the expressed written consent of BMW NA.

## Waiver, Release, Assumption of Risk and Warranty Disclaimer

1. BY ACCEPTANCE OF DELIVERY OF THE RACING VEHICLE, PURCHASER HEREBY RELEASES THE SELECTED AUTHORIZED M MOTORSPORT DEALER AND BMW NA, THEIR RESPECTIVE PARENTS, AFFILIATES AND SUBSIDIARIES, AND DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY ARISING FROM THE RACING VEHICLE OR ACCEPTANCE, POSSESSION OR USE/MISUSE OF THE RACING VEHICLE, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR PART UPON ALLEGED NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE RELEASED PARTIES. THIS RELEASE SHALL INCLUDE BUT NOT BE LIMITED TO DAMAGES FOR ECONOMIC LOSS, INJURY, DISMEMBERMENT, DEATH OR ANY OTHER POSSIBLE LOSS OR DAMAGE WHICH MAY BE SUFFERED BY PURCHASER BY THEIR ACCEPTANCE, POSSESSION OR USE/MISUSE OF THE VEHICLE.
2. THE RELEASED PARTIES MAKE NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RACING VEHICLE, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE VEHICLE, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY THE RELEASED PARTIES SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THE RELEASED PARTIES DO NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Waiver, Release, Assumption of Risk and Warranty Disclaimer

3. Purchaser acknowledges that the Released Parties as defined herein make no guarantee, warranty or representation, express or implied, as to the quality, fitness, safety, efficiency, roadability or fitness for particular purpose of the Racing Vehicle. Further, by Purchaser's signature hereto Purchaser assumes all risks of loss, damages, injury or death that may be sustained by Purchaser, Purchaser's agents, employees, heirs, successors or assigns, in Purchaser's use/misuse of the Racing Vehicle. Purchaser hereby releases and holds harmless (and promises not to sue) the Released Parties and any of its partners, affiliated companies, subsidiaries, sponsors, suppliers, agents or employees, together with the Purchaser's, officers, directors, partners, agents, attorneys, and employees of any of the foregoing from any and all claims, demands, actions, causes of action, loss or liability arising out of or related to any loss, damages or injury, including death that Purchaser, Purchaser's agents, employees, heirs, successors or assigns may sustain from Purchaser's use/misuse of the Racing Vehicle. Purchaser is agreeing to this waiver and release on behalf of both Purchaser, and his/her heirs, devisees, legatees, beneficiaries, administrators, personal representatives, successors and assigns. Purchaser acknowledges that the Released Parties specifically disclaim any warranty as to the fitness of the Racing Vehicle for any particular purpose. Purchaser waives all claims he/she has or may have in the future arising out of the breach of any such warranty, express or implied, including any implied warranty of merchantability or fitness for any particular use. Purchaser further acknowledges that it is Purchaser's responsibility to inspect the Racing Vehicle and determine that the Racing Vehicle is suitable for operation.
4. Purchaser recognizes the inherent dangers and hazards involved in operating and racing the Racing Vehicle and that such activities can result in accidents, injuries, or death. Purchaser hereby waives any rights Purchaser or Purchaser's estate may have or acquire against the Released Parties in case of accident or injury (including death) to Purchaser's person or property, recognizing the risk Purchaser is voluntarily assuming by operating the Racing Vehicle.
5. PURCHASER HEREBY ASSUMES ALL AND FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO THE RACING VEHICLE OR OPERATION OF THE SAME.

## Indemnification

Purchaser agrees to indemnify, defend, and hold BMW NA, its respective parents, subsidiaries, and affiliates and the respective officers, directors, employees, representatives, and agents, of each of them, harmless from and against any and all claims, including but not limited to third party claims, whether based on an action or claim in contract, equity, negligence, intended conduct, tort or otherwise, liabilities, damages, expenses and costs, including reasonable attorney fees that result from the negligent, wrongful or criminal operation of the Racing Vehicle by Purchaser or its employees or agents following the sale of the Racing Vehicle to Purchaser. Furthermore, Purchaser agrees to indemnify, defend, and hold BMW NA, its respective parent, subsidiaries, and affiliates and the respective officers, directors, employees, representatives, and agents, of each of them, harmless from and against any and all claims, including but not limited to third party claims, relating to, or arising out of a failure by Purchaser to comply with any state, federal, or local law, ordinance, promulgation or regulation in connection with the purchase, ownership, and operation of the Racing Vehicle, and for all attendant liabilities, damages, expenses and costs, including reasonable attorneys' fees, relating to or arising out of such failure, whether such claims or charges are justified or not.

# PURCHASING TERMS AND CONDITIONS FOR NEW BMW RACE CARS AND PARTS.

## **Alternate Dispute Resolution**

Purchaser, the selected Authorized M Motorsport Dealer and BMW NA shall attempt in good faith through informal negotiations to resolve all disputes arising out of this Agreement. The parties expressly agree that any dispute arising out of this Agreement that is not settled by informal negotiations by the parties shall be resolved only by binding arbitration in accordance with the following provisions. Either party may demand in writing such arbitration within 90 days after the controversy arises by sending a notice to arbitrate to the other party and to the American Arbitration Association (the "AAA"), which shall administer the arbitration under its Commercial Arbitration Rules then in effect. In no event may any demand for arbitration be filed after the running of any applicable statute of limitation. The arbitration shall be held in or near Bergen County, NJ. The law applicable to the arbitration, including the administration and enforcement thereof, shall be the Federal Arbitration Act (9 USC §§1-16), as amended. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The AAA shall not have authority to make any award for punitive damages. For any money dispute involving less than \$200,000, the parties shall together select one neutral arbitrator who shall be a one-person arbitral panel to arbitrate the dispute. For all other disputes, each party shall select a neutral third party arbitrator, and the two party-chosen arbitrators shall select a third neutral arbitrator who shall chair the arbitral panel. The arbitral panel shall be governed by the express terms of this Agreement and the laws of New Jersey. Any award or portion thereof, whether preliminary or final, shall be in writing, signed by the arbitral panel, and shall state the reasons upon which the award or portion thereof is based. The award rendered by the arbitral panel shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction. The parties and arbitral panel shall treat all aspects of the arbitration proceedings, including discovery, testimony, other evidence, briefs, and the award, as strictly confidential, not subject to disclosure to any third party or entity, other than to the parties, the arbitral panel, and the AAA. These arbitration provisions shall survive the termination or expiration of this Agreement.

## **Entire Agreement**

This Agreement contains the entire understanding of the parties. No modification, termination, or waiver will bind any party unless it is in writing and signed by at least two officers of all parties. The failure of any party to enforce any of its rights under this Agreement shall not constitute a waiver of any such rights.

## **Non-Assignment**

No party to this Agreement shall have the right to assign this Agreement or the rights, privileges, monies, duties, or obligations under this Agreement except with the prior written consent of all parties.

## **No Third Party Beneficiaries**

This Agreement is intended for the benefit of the parties and their permitted assigns and no other party shall claim right hereunder, whether as a third party beneficiary or otherwise.

## **Confidentiality**

The terms and conditions of this Agreement are confidential and will not be disclosed to any third party other than on authorized center, except as required: a) by law, regulation, order, subpoena, or judicial process; or b) for Alternate Dispute Resolution (among the parties to this Agreement).

## **Execution in Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be on original and all of which taken together will be deemed to constitute one and the same agreement.

## **Notices**

Copies of any notices provided for in this Agreement will go to the following representatives of the parties via e-mail and/or overnight mail: buyer, seller (dealer) and BMW NA representative.

## **Authorized Representatives**

Each party represents that the officers that have signed this Agreement on their behalf are authorized to do so.

## **Governing Law**

This Agreement shall be governed by New Jersey law.

# OTHER CONDITIONS.

Due to the competition-induced endeavors 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 motorsports 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 observe this and to provide the relevant information from BMW Motorsport (including technical bulletins/ information) and conditions to any other user / new owner.

In the case of a resale, the new owner of the car should notify the Authorized M Motorsport Dealer and BMW NA in order to receive safety-related information. Please give your Purchaser the information mentioned in this section, as well as important information on BMW M Motorsport customer racing cars. In case of doubts the Authorized M Motorsport Dealer and BMW NA are available for detailed information.

# IMPORTANT NOTES: BMW M MOTORSPORT CUSTOMER RACING CARS.

## SAFETY AND SECURITY

- The Racing Vehicle has been specially developed and designed for participation in competitions supervised by sporting authorities (circuit races) on FIA-tested, permanent or temporary, closed tracks with solid surfaces (asphalt, concrete, etc.) and preparatory tests. It is therefore not recommended to operate the Racing Vehicle outside such tracks/events.
- The Racing Vehicle is not approved for use on public roads and does not comply with the locally applicable road approval regulations. It is therefore expressly pointed out that the operation of the Racing Vehicle, as well as all work on the Racing Vehicle, must be carried out in compliance with the valid guidelines and regulations of the local (traffic) authorities, health protection regulations, accident protection regulations and environmental protection regulations as well as any other applicable legal provisions.
- BMW NA recommends that all repair, maintenance and adjustment work be carried out by Authorized M Motorsport dealers or equally qualified professional mechanics. Any attempt to carry out repair, maintenance or adjustment work without appropriate training, tools and equipment may result in serious injuries (including death) to yourself or others. In addition, vehicle damage or malfunctions of the Racing Vehicle can occur.
- The (functional) safety and security of the Racing Vehicle is only ensured if the instructions in the manual are strictly followed. It is therefore mandatory to read and understand the information in the manual. If you have any questions about the content of the manual, please contact your Authorized M Motorsport dealer or send an e-mail to [BMW-M-Motorsport@bmwna.com](mailto:BMW-M-Motorsport@bmwna.com).
- Due to the Racing Vehicle's intended purpose of use on race tracks, the Racing Vehicle design is geared towards lightweight construction. As a result the Racing Vehicle has a reduced durability compared to road-legal series production vehicles. For this reason, it is mandatory to strictly follow the instructions regarding handling, service, and maintenance intervals of the Racing Vehicle and running times of the components (as specified in the vehicle manual).
- Due to the Racing Vehicle's intended purpose of use on race tracks, the vehicle is equipped with built-in safety equipment such as safety cell, fire extinguishing equipment, safety belts, safety fuel tank and certified racing seat in order to protect the driver. Some of these safety devices have a limited durability and must be checked regularly and replaced if necessary.
- After an accident and/or potential damage to the installed safety equipment such as the safety cell, fire extinguishing equipment, safety belts, safety tank and certified racing seat, the Racing Vehicle must be checked for damage by a recognized technical inspector, an Authorized M Motorsport dealer or an equally qualified professional mechanic and may only be reused after repair and release by the person performing the check and repair.
- In order for the safety equipment in the Racing Vehicle to be fully effective, BMW NA recommends that the driver also wears up-to-date (FIA) certified safety equipment, consisting of helmet, shoes, gloves, HANS system and fireproof racing suit.
- In addition to the above mentioned safety equipment, there are various components of the Racing Vehicle (see manual) which must also be in perfect condition for safe operation of the Racing Vehicle. All these components must also be checked for damage after accidents and atypical driving maneuvers and, if necessary, serviced or replaced.



# IMPORTANT NOTES: BMW M MOTORSPORT CUSTOMER RACING CARS.

The following are the Authorized BMW M Motorsport Dealers in the US. Please select the Dealer to which you would like your order form to be submitted for consideration:

- BMW of Bridgewater**  
655 Rote 202/206  
Bridgewater, NJ 08807  
  
Contact: Chris Rokosny  
Phone: 908-287-1800 Opt #5
- BMW of Escondido**  
1557 Auto Park Way  
Escondido, CA 92029  
  
Contact: Tim Brecht  
Phone: 760-313-0507
- BMW of Manhattan**  
555 W 57<sup>th</sup> Street  
New York, NY 10019  
  
Contact: Adrian Turek  
Phone: 212-314-9767
- BMW of Monterey**  
1 Geary Plaza  
Seaside, CA 93955  
  
Contact: Mike Hayworth  
Phone: 831-920-0743
- BMW of Murrieta**  
41430 Auto Mall Parkway  
Murrieta, CA 92562  
  
Contact: Boris Said  
Phone: 760-805-9626
- BMW of Roanoke**  
2824 Franklin Rd SW  
Roanoke, VA 24014  
  
Contact: Greg Strom  
Phone: 540-342-3733
- BMW of San Francisco**  
1675 Howard St  
San Francisco, CA 94103  
  
Contact: John Santos  
Phone: 415-551-4255
- BMW of Stratham**  
71 Portsmouth Ave  
Stratham, NH 03885  
  
Contact: Mark Wilkins  
Phone: 800-989-5200
- Bobby Rahal BMW of South Hills**  
2610 Washington Road  
Canonsburg, PA 15317  
  
Contact: David Shimkus  
Phone: 724-743-9312
- Global Imports**  
550 Interstate North Pkwy SE  
Atlanta, GA 30339  
  
Contact: John Berger  
Phone: 678-569-7508
- Isringhausen Imports**  
200 E Madison St.  
Springfield, IL 62702  
  
Contact: Nick Drum  
Phone: 217-528-2277
- Laurel BMW of Westmont**  
430 E. Ogden Avenue  
Westmont, IL 60559  
  
Contact: Kevin Hale  
Phone: 630-537-0311
- Paul Miller BMW**  
1515 NJ-23  
Wayne, NJ 07470  
  
Contact: Jose Hernandez  
Phone: 973-696-6060 ext. 4139
- Sewell BMW of Plano**  
6800 Dallas Parkway  
Plano, TX 75024  
  
Contact: Toby Grahovec  
Phone: 214-778-2605
- South Bay BMW**  
18800 Hawthorne Boulevard  
Torrance, CA 90504  
  
Contact: Danny McKenna  
Phone: 562-868-3233

# IMPORTANT NOTES: BMW M MOTORSPORT CUSTOMER RACING CARS.

Signature Page

With my signature on the order form, I confirm that I have read and understood the above and all in the prior 9 pages and hereby affirm my interest in being considered as an applicant to purchase a Racing Vehicle.

Location, Date

Name of Purchasers (block letters)

Signature of Purchaser