



## **Mustang Body in White Kit - End User Application**

- An approved application is required to obtain eligibility to purchase a Ford Performance Body-in-White (BIW).
- Questions regarding this application can be directed to the Ford Performance Tech Line 800-367-3788

### **Mustang Body-in-White Restrictions & Instructions:**

- Applicants must place the order for the BIW through their Ford Performance Parts distributor
- The order will not be released until the application is approved!
- Applications are only considered from credentialed race drivers or race teams.
- Complete the attached application form in its entirety, and have notarized.
- Send completed application with a photocopy of membership credentials or race license from the sanctioning body to FAX (313) 845-3558 or 313-621-2500, attn: National Sales Manager Performance Parts
- Applications will be reviewed by Ford Performance within ten (10) business days of submission.
- Applicants will be notified of acceptance or rejection of their application by e-mail.

### **Pick-up Location: Advance appointment required**

Watson Engineering, Inc.  
18703 Dix Toledo  
Brownstown, MI 48193  
Contact: Larry Ferrin  
(313) 618-1227

**IMPORTANT!! Pick up and shipping/transportation cost are the sole responsibility of the End-User.**

### **Applicant Information (must be printed legibly):**

Customer Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

Chassis Builder Name: \_\_\_\_\_

Chassis Builder Phone Number: \_\_\_\_\_

Race Team Name: \_\_\_\_\_

Team Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Racing Sanctioning Body: \_\_\_\_\_

Sanctioning Body License Number: \_\_\_\_\_

Ford Performance Parts Authorized Distributor: \_\_\_\_\_

Body-in-White Part Number: \_\_\_\_\_ (M-607100-M8, etc.)

Distributor order number for Body-in-White: \_\_\_\_\_ (not required, speeds process)

Additional Information regarding the application, if necessary: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## TERMS & CONDITIONS

### 1. Sale; Warranty Disclaimer.

(a) This Agreement shall constitute a sale of the Equipment to Purchaser.

**(b) PURCHASER AGREES THAT THE EQUIPMENT IS BEING SOLD IN "AS IS" CONDITION AND FORD DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES. PURCHASER ACKNOWLEDGES THAT FORD HAS MADE NO REPRESENTATIONS REGARDING THE SAFETY OR OPERABILITY OF ANY EQUIPMENT AND PURCHASER ASSUMES ALL RISKS ATTENDANT THERETO.**

2. Location; Title; Risk of Loss. **THE EQUIPMENT MAY NOT BE USED ON PUBLIC ROADS.** Upon execution of this Agreement the Equipment shall become the property of Purchaser, and Purchaser shall bear the risk of loss of and damage to the Equipment, including loss or damage that occurs despite Purchaser's or Ford's exercise of reasonable care.

3. Defense and Indemnity. Purchaser assumes all responsibility for the performance of the Equipment. At Ford's request, Purchaser will defend all claims (including lawsuits, administrative claims, and other proceedings to recover for personal injury or death, property damage, or economic losses) that are related in any way to the Equipment, including claims based on Ford's breach of warranty; claims arising out of or related to the performance of the Equipment, or the actions of Ford, Purchaser or their employees, contractors or subcontractors; and claims for any related violations of any law, ordinance or regulation. To the full extent permitted by applicable law, Purchaser will indemnify Ford, its directors, officers and employees, authorized dealers and affiliated companies for all expenses (including attorney fees, settlements, and judgments) incurred in connection with such claims. Purchaser's obligation to defend and indemnify will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise.

4. Taxes, Fees and Other Permits. Purchaser shall pay all sales, occupational taxes and governmental charges imposed in connection with the sale, use and operation of the Equipment.

5. Delivery of Equipment. Delivery terms for Equipment shall be FOB Ford's plant or authorized agent or as otherwise set forth in an attachment.

6. Use of Equipment.

(a) Purchaser may utilize Equipment only for the purpose of motorsports racing.

(b) Purchaser shall not use or operate the Equipment in violation of any federal, state, local, or provincial law, rule, regulation or ordinance. The Equipment shall be operated at all times in a safe, careful and lawful manner and by legally qualified operators. Under no circumstances shall any such drivers be presumed to be the agent, servant or employee of Ford, nor shall any of them be deemed to be under Ford's exclusive direction and control.

(c) In no event shall Purchaser make the Equipment available to motor vehicle manufacturers or their agents, or motor vehicle suppliers or their agents, other than

(i) Purchaser's own authorized designees identified in Paragraph 1 hereof, or

(ii) Ford and its designated agents.

7. Confidentiality and Publicity. Purchaser shall not disclose or publicize to any third party:

(i) any description of the Equipment, technical specifications or other information about the Equipment,

(ii) the nature or terms of this Agreement, or

(iii) the results of any testing, inspection or evaluation by Purchaser without Ford's prior written consent.

Purchaser shall take the necessary steps to familiarize all appropriate employees of its obligations under this paragraph.

8. Force Majeure/Limitation of Liability.

(a) Ford shall not be liable for any failure in performing any provision hereof due to fire or other casualty, labor difficulty, governmental restriction or any cause beyond Ford's control.

**(b) TO THE FULL EXTENT PERMITTED BY LAW, FORD DISCLAIMS LIABILITY FOR ANY AND ALL DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH PURCHASER MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF FORD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

9. Applicable Law; Dispute Resolution. This Agreement is governed by and must be construed in accordance with the law of the State of Michigan as if fully performed therein and without reference to its conflict of laws principles. If either party initiates litigation on contractual causes arising from this Agreement, the other party shall have the right to initiate mediation and binding arbitration in accordance with the Model Procedure for Mediation of Business Disputes of the Center for Public Resources ("CPR") and, in the case of arbitration, the CPR Rules for Non-Administered Arbitration of Business Disputes. Each party will bear equally the costs of the mediation and arbitration.

(a) The parties will jointly appoint a mutually acceptable mediator or arbitrator, seeking assistance in such regard from CPR if they have been unable to agree upon such appointment within 20 days.

(b) The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of 30 days. If the parties are not successful in resolving the dispute through the mediation, then the parties agree to submit the matter to binding arbitration by a sole arbitrator in accordance with the CPR Rules for Non-Administered Arbitration of Business Disputes.

(c) Unless otherwise agreed by the parties in writing, mediation or arbitration shall take place in the City of Dearborn, Michigan and this Section is subject to the Federal Arbitration Act, 9 U.S.C.A. § 1 et seq. and judgment upon the award rendered by the Arbitrator, if any, may be entered by any U.S. court having jurisdiction thereof. Equitable remedies shall be available in any arbitration. Punitive and exemplary damages shall not be awarded.

10. Entire Agreement, Waiver and Notice.

(a) This agreement constitutes the entire agreement between the parties and may only be amended, modified or supplemented by a written amendment executed by Ford and Purchaser. In no event shall any course of dealing, custom or usage of trade modify, alter or supplement any of the terms or provisions contained herein.

(b) Failure by Ford to enforce any term, provision or condition hereof, or to exercise any of its rights hereunder, shall not be construed as thereafter waiving any such terms, provisions, conditions or rights.

(c) All notices specified or permitted herein shall be in writing, shall be given by postpaid U.S. mail, and shall be deemed given when mailed in a post box regularly maintained by the U.S. Postal Service.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date of customer signature below.**

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Notary Stamp Required**

**Fax completed form and race credentials to: (313) 845-3558 or 313-621-2500, attn: National Sales Manager**

**Ford Performance Parts Use Only:**

**Application: Approved / Rejected (Circle One)**

**Reviewed By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Ford Performance Parts WD:** \_\_\_\_\_

**Customer Order Number:** \_\_\_\_\_

**Serial Number:** \_\_\_\_\_