



## Daymak Electric Vehicle Pre-Order Agreement

### Terms & conditions

**Purchase:** You agree to pre-order the vehicle when you made your Pre-Order Payment and by taking delivery, completing the transaction when the Vehicle is ready for delivery from Daymak, pursuant to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order as per the website, <http://www.daymakavenire.com> and you can confirm availability with a Daymak representative. Options, features or hardware released after you place your order may not be included in or available for your Vehicle.

**Pre-Order, Prices, and additional fees:** The pre-order price of the Vehicle will be confirmed in your Vehicle Configuration and Final Price Sheet. As you may have only configured part of your Vehicle, any pre-order price provided to you in advance of the Final Price Sheet is only being offered to you as an estimate and is subject to change. Any pre-order price listed in the Vehicle Configuration will not include taxes and official or government fees. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If there are additional fees that need to be paid as the delivery date comes closer, a Daymak representative will reach out to you to collect any outstanding balances, which can be paid via electronic transfer or wire.

**Pre-order changes and cancellations:** After you submit your completed pre-order and the options you selected become available in production, we will invite you to complete the configuration of your Vehicle. We will then issue you the Vehicle Configuration and Final Price Sheet based on the base price of the model and any options included or that you select. Depending on the package selected (whether refundable or not), your pre-order payment counts as a deposit for the Vehicle. Until your final configuration is matched to a vehicle, you may make changes to your Vehicle Configuration. If you make changes to the configuration of the Vehicle, you may be subject to potential price increases for any pricing adjustments made since your original pre-order date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. Depending on the package selected, cancellations with a full refund are permitted unless the Final Price Sheet is signed. When you take delivery of the Vehicle, we will provide a credit to the final pre-order price of your Vehicle equivalent to the amount of the Pre-Order Payment you paid. This Pre-Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.



**Delivery.** If you are picking up your Vehicle in a province or state where we are licensed to sell the Vehicle, we will notify you of when we expect your Vehicle to be ready for delivery at a location we will disclose. You agree to schedule and take delivery of your Vehicle within one week of this date. If you are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers.

If you wish to pick up your Vehicle in a province or state where we are not licensed to sell the Vehicle, or if you and Daymak otherwise agree, Daymak will, on your behalf, coordinate the shipment of your Vehicle to you from our factory where we are licensed to sell the Vehicle. In such a case, you agree that this is a shipment contract under which Daymak will coordinate the shipping of the Vehicle to you via a third-party common carrier. You agree that delivery of the Vehicle, including the transfer of title and risk of loss to you, will occur at the time your Vehicle is loaded onto the common carrier's transport (i.e., FOB shipping point). The carrier will insure your Vehicle while in transit and you will be the beneficiary of any claims for damage to the Vehicle or losses occurring while the Vehicle is in the possession of a common carrier. You understand that Daymak may not have completed the development of the electric vehicle or begun manufacturing the electric vehicle at the time you entered into this Agreement and so we do not guarantee when your Vehicle will actually be delivered. Your actual delivery date is dependent on many factors, including your Vehicle's configuration and manufacturing availability. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

**Warranty:** You will receive documentation regarding your electric vehicle warranty at or prior to the time of Vehicle delivery or pickup. You may also obtain a written copy of your warranty, which will be available as delivery nears, from us upon request or from our website.

**Limitation of Liability:** We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Pre-Order Payment.

**Resellers & Cancellations:** Daymak sells electric vehicles directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith. We may also cancel your pre-order and refund your Pre-Order Payment if we discontinue a product, feature or option after the time you place your pre-order or if we determine that you are acting in bad faith.



**Litigation:** The terms of this Agreement are governed by, and to be interpreted according to, the laws of the province or state in which we are licensed to sell electric motor vehicles that is nearest to your address indicated on your Vehicle Configuration. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the pre-order not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

**Province / State Specific Provisions.** You acknowledge that you have read and understand the provisions applicable to you in the State-Specific Provisions attachment to this Agreement. This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.