



# LIGHTNING

## MOTORCYCLES

### Motorcycle Purchase Agreement

#### Terms & Conditions

**Documentation.** Your Motorcycle Order Agreement (the “Agreement”) is made up of the following documents that are presented in the Lightning online ordering system and process:

1. **Motorcycle Configuration:** The Motorcycle Configuration describes the Motorcycle that you configured and ordered, including pricing (excluding taxes and official or government fees) on Lightning online ordering system.
2. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Payment (the “Order Date”).

**Agreement to Purchase.** You agree to purchase the Motorcycle (the “Motorcycle”) described in your Motorcycle Configuration from Lightning on-line Order system or Lightning’s affiliate (“we,” “us” or “our”), pursuant to the terms and conditions of this Agreement. Your Motorcycle is priced and configured based on features and options available at the time of order. Options, features or hardware released after you place your order may not be included in or available for your Motorcycle.

**Purchase Price, Taxes and Official Fees.** The purchase price of the Motorcycle (which is “due today” plus “future payment” and other order fee) is indicated on your Motorcycle Configuration web page, order detail page and order confirmation email. “Due today” is the minimal amount to put your order in the order queue. Once we receive your order, we will contact you to discuss order deposit to move your order to the production queue and other future payment schedule. If you select to pay using credit card or debit card, a 3.5% fee will be added to the purchase price. This purchase price does not include shipment cost, taxes and official or government fees. Because these shipment, taxes and fees are constantly changing and will depend on many factors, such as where you register the Motorcycle, they will be calculated closer to the time of delivery, or you can find out from your local DMV. You are responsible for paying the shipment, taxes, and any other government fees.

**Order Process; Cancellation; Changes.** After you submit your completed order and pay the order deposit, we will, if you are purchasing a Custom Ordered Motorcycle, begin the scheduling steps and subsequently start the process of producing your Motorcycle or matching your order to a Motorcycle, as applicable, and later begin preparing and coordinating your Motorcycle delivery. If you are purchasing a Motorcycle from our standard configuration that is not custom ordered by you, we will, after you submit your completed order and pay the order deposit, begin the process of preparing production and later coordinating your Motorcycle delivery. **At this point, you agree that any paid Order has been earned.** If you cancel your order or breach this Agreement and we cancel your order, you agree that we may retain as liquidated damages the Order Deposit, to the extent not otherwise prohibited by law. You acknowledge that the Order Deposit is a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Motorcycle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Motorcycle Configuration, will be reflected in a subsequent Motorcycle Configuration that will form part of this Agreement. When you take delivery of the Motorcycle, we will provide a credit to the final order price of your Motorcycle equivalent to the amount of the Order Deposit you paid.

**Delivery.** You agree to schedule and take delivery of your Motorcycle when you receive per-delivery preparation notice. If you are unable to take delivery within the specified period, your Motorcycle may be made available for sale to other customers. For new Motorcycles, if you do not take delivery within fourteen (14) days of our first attempt to notify you, Lightning may cancel your order and keep your Order Deposit.

If you wish to pick up your Motorcycle from Lightning factory, you will be responsible to work with Lightning customer



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service to arrange the pick up schedule. If you and Lightning otherwise agree, Lightning will, on your behalf, coordinate the shipment of your Motorcycle to you from a location where we are located. In such a case, you agree that this is a shipment contract under which Lightning will coordinate the shipping of the Motorcycle to you via a third-party common carrier and you will be required to contract directly and separately with said carrier. You agree that delivery of the Motorcycle, including the transfer of title and risk of loss to you, will occur at the time your Motorcycle is loaded onto the common carrier's transport. The carrier will insure your Motorcycle while in transit and you will be the beneficiary of any claims for damage to the Motorcycle or losses occurring while the Motorcycle is in the possession of a common carrier.

**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 Order Deposit.

**Cancellation.** Lightning and its affiliates sell Motorcycles directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Motorcycle or that has otherwise been made in bad faith, and we'll keep your Order Deposit. This includes orders for which a third-party is facilitating or brokering the sale, or if the Motorcycles are to be exported to somewhere other than where you tell us you will be registering the Motorcycle. We may also cancel your order and refund your Order Deposit if we discontinue a product, feature or option after the time you place your order. We work to fulfill your order as quickly as we can. If you become unresponsive to us or fail to complete a requested action to progress towards delivery of your Motorcycle, we may cancel your order and keep your Order Deposit.

**Governing Law; Integration; Assignment.** The terms of this Agreement are governed by, and to be interpreted according to, the laws of the California.

**Sales Final.** Please review the entire contract, including all attached statements, before signing. This contract is final and binding once you have signed it unless the motor Motorcycle dealer has failed to comply with certain legal obligations.

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.

Buyer's Name:

Signature:

Date:

Seller's Name

Signature:

Date: