



## Motorcycle Purchase Agreement

This Motorcycle Purchase Agreement (“the Agreement”) is mutually agreed to between Lightning Motors Corporation (referred to as “Lightning, the “Seller,” “we,” “us,” or “our”) and \_\_\_\_\_ (referred to as the “Buyer” or “you”).

### Terms & Conditions

**Documentation.** Your 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 or pursuant to previous discussion. The Motorcycle Configuration is listed in the online order confirmation email.
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 form or your Motorcycle invoice from Lightning 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.

### Warranties.

Any Motorcycle purchased from us shall include a Vehicle Identification Number (“VIN”) and shall meet any applicable U.S. Department of Transportation and National Highway Traffic Safety Administration standards in order to be legally driven on public streets in the United States. A Certificate of Origin shall be included with delivery of the Motorcycle. Lightning shall also provide reasonable assistance to the Buyer with registering the Motorcycle with a state Department of Motor Vehicles following purchase.

Lightning offers, and includes with purchase, a limited factory 1-year or 12,000 miles (whichever occurs first) warranty and warrants that the Motorcycle is free from defects in material and workmanship during the period of this warranty (the “Limited Warranty”). Lightning shall be responsible for any necessary repairs covered during the period of this Limited Warranty other than those resulting from user error or user-caused damage or accidents. Wear items like brake pads, chains, and tires shall be excluded from this warranty except for inherent manufacturing defects. See Appendix A for Lightning Warranty Policy.

Seller will endeavor to conduct any diagnostics and firmware upgrades remotely, but Buyer acknowledges that for certain repairs Seller may require physical access to the Motorcycle at its factory in order to complete repairs.



**Purchase Price, Taxes and Official Fees.** The total purchase price of the Motorcycle is indicated on your Motorcycle invoice. We acknowledge that Buyer might have already paid to us \$500 (five hundred dollars) for LS-218 model or \$250 (two hundred and fifty dollars) through online order process. If so, that amount will be credited in your invoice. Upon execution of this Agreement, Buyer shall be required to pay an additional \$9,500 (nine thousand five hundred dollars), for a total of \$10,000 (ten thousand dollars) as a deposit. Upon receipt of that deposit we will put your order in the order queue. The remaining balance shall be due from Buyer to Seller upon completion of the Motorcycle prior to the Buyer (or buyer's designated shipping company) picking up the Motorcycle. If you select to pay using credit card or debit card, a 3.5% convenience fee will be added to the purchase price. This purchase price does not include shipment cost, taxes and official or government fees which may be imposed by state or local government or government agencies. 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. The estimated time to manufacture your Motorcycle shall be stated in writing in the Motorcycle Configuration; we endeavor to meet that timeline but shall update you in writing if events beyond our control materially change the estimated production time. 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 and it is NOT refundable.** 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 written per-delivery preparation notice. If you or your shipping company do not take delivery within ten (10) days of our first attempt to notify you, Lightning may charge you a reasonable storage fee to hold the motorcycle for additional time.



If you wish to pick up your Motorcycle from Lightning factory, you will be responsible to work with Lightning customer 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. You agree to check and understand the carrier insurance policy and the coverage to 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.

**Safety & Operation.** Seller shall offer to Buyer an opportunity to hold a video conference or teleconference upon Buyer's receipt of the Motorcycle to discuss operation of the Motorcycle and to discuss safety information. Seller strongly recommends that Buyer conduct this conference prior to riding the Motorcycle to ensure Buyer's safety. Buyer acknowledges and accepts the inherent risks of riding motorcycles and understand that the Lightning electric motorcycle is a high performance electric motorcycle with the potential of immediate torque and extreme acceleration. Buyer further agrees to sign the WAIVER AND RELEASE FROM LIABILITY as part of this purchase agreement.

**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, other than Lightning's obligations under its Limited Warranty.

**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.

**Attorney Fee.** In the event that litigation is brought by any party in connection with this agreement or enforcement of any provision of this agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including but not limited to attorney's fee, expenses and any other relief to which the prevailing party may be entitled including costs of any appeals.

**Governing Law; Integration; Assignment.** The terms of this Agreement are governed by, and to be interpreted according to, the laws of the California. The exclusive venue for any judicial action arising out of or relating to this Agreement will be San Benito County courts, and the parties



to this Agreement hereby waive any challenge to venue and personal jurisdiction with regard to such courts.

**Sales Final.** Please review the entire contract, including all attached statements, before signing. This contract is final and binding once you have signed it.

This Agreement is entered into and effective as of the date Buyer and Seller sign this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, Buyer and Seller agree to the terms and conditions of this Agreement.

Buyer's Name:

Signature:

Date:

Seller's Name

Signature:

Date:



## Appendix A