

# Vehicle Pre-Order Agreement

Thank you for placing a pre-order for your electric powersports vehicle. This Vehicle Pre-Order Agreement (the "**Agreement**") is between you, the individual or entity who reserved the Vehicle ("**you**", "**Customer**"), and Taiga Motors Inc., located at 480 Av. Lafleur, LaSalle, QC, H8R 3H9 ("**Taiga**"). If you have any questions about this Agreement, you can contact us by e-mail at [reservations@taigamotors.ca](mailto:reservations@taigamotors.ca).

**This Agreement does not constitute a sale or a promise to sell. You are under no obligation to purchase the Vehicle, and Taiga is under no obligation to sell you a Vehicle. This Agreement does not lock in a production or delivery date. Your purchase of a Vehicle will be subject to you executing a Vehicle Purchase Agreement, which sets out the applicable terms. Final price confirmed with vehicle selection and configuration when sold, as confirmed by the Purchase Agreement and accompanying documents. Net price presented at reservation excludes taxes/levies, shipping, and other fees.**

In this Agreement, the provisions which are preceded by the mention "N/A to Québec Consumers" are not applicable to individuals in the province of Québec that qualify as 'consumers' under applicable laws.

## 1. DEFINITIONS.

**1.1 "Prepayment"** means the amount that you provided to pre-order your Vehicle.

**1.2 "Vehicle"** means the Vehicle pre-ordered by you through the Pre-Order Form, such as the snowmobiles or personal watercrafts made available for pre-order by Taiga, whichever is indicated and selected in the Pre-Order Form.

**1.3 "Pre-Order Form"** means the document which describes the Vehicle being pre-ordered, the number of Vehicles being pre-ordered and the Prepayment, and which contains your identifying information. The Pre-Order Form is part of this Agreement.

## 2. PRE-ORDER

By entering into this Agreement, you confirm that you wish to pre-order the Vehicle identified in the Pre-Order Form. You enter into this Agreement when (1) you submit the Pre-Order Form and (2) we receive your Prepayment (the "**Effective Date**"). Proceeding to payment and accepting these terms form a valid and binding contract as to its content.

## 3. PURCHASE AGREEMENT

This Agreement does not constitute an agreement for the sale of any Vehicle. You acknowledge and agree that you will be required to enter into a legally binding agreement to make your actual purchase of a Vehicle ("**Vehicle Purchase Agreement**"). You acknowledge and agree that this Agreement does contain any warranties, representations or covenants with regards to the Vehicle. The Vehicle Purchase Agreement may be entered into by an affiliate or subsidiary of Taiga.

## 4. PRICING AND CONFIGURATION

Prior to executing the Purchase Agreement, you will be invited by e-mail to complete the configuration of your Vehicle. It is your responsibility to promptly proceed to the configuration of your Vehicle upon receipt of Taiga's e-mail. The configuration determines the price applicable to your Vehicle, which will be formalized alongside the Purchase Agreement. The Prepayment will be applied to the purchase price.

## 5. DELIVERY

You acknowledge and agree that the method and location of delivery of the Vehicle will be confirmed at a later date. You agree and understand that deliveries may occur through a third party, such as a dealership. Once you have selected the method and location of delivery of your Vehicle, it cannot be changed. The Purchase Agreement will confirm your commitment to pick up the Vehicle in a timely way.

## 6. NON-BINDING PRE-ORDER

**6.1** The Prepayment is fully refundable by Taiga to you at any time prior to entering into a Vehicle Purchase Agreement (for example, if you cancel your pre-order, or if we decline to maintain your pre-order).

**6.2** In order to request the refund of your Prepayment, please communicate with us by e-mail at [reservations@taigamotors.ca](mailto:reservations@taigamotors.ca). Upon receipt of your request, we will process the reimbursement to your credit card. Please allow for reasonable processing time of up to two (2) weeks upon reception of your request.

**6.3** Taiga makes no representations or warranties as to Vehicle availability or whether its design, specifications, configuration settings or features will be the same as those set out in the Pre-Order Form or those chosen upon configuration. The payment of the Prepayment does not confirm or commit Taiga towards pricing, availability or delivery.

**6.4** Production timelines and deliveries remain subject to factors beyond Taiga's reasonable control, such as supply chain management, delivery timelines and optimization, export control, regulatory approvals and all applicable laws.

**6.5** You agree and understand that we do not represent or warrant that the Vehicle will be completed or delivered. The Vehicle is under development or manufacturing and additional regulatory concerns may result in delayed commercialization in some regions. We are not responsible for these delays or inability to deliver, and we will reimburse the Prepayment if, at our discretion, we deem it necessary to cancel the pre-order.

## 7. GOVERNING LAWS

This Agreement is governed by the laws of Quebec, Canada, without regard to its conflict of laws provisions.

## 8. PERSONAL INFORMATION

You agree and understand that we will collect, use and disclose your personal information in accordance with our [Privacy Policy](#). The Privacy Policy is subject to change from time to time and the latest version on our website shows the latest changes. Note that, at a minimum, we will process your personal information in the performance of this Agreement and in so doing, will disclose your personal information to third-parties as set out in the Privacy Policy.

## 9. GOVERNING JURISDICTIONS [N/A to Québec Consumers]

All disputes arising out of or in connection with this Agreement, in respect of any legal relationship associated with or derived from this Agreement (save and except with respect to injunction or other immediate relief) (a "**Dispute**") will be finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. ("**ADRIC**"). The parties shall name an arbitrator by common agreement or subscribe to ADRIC's case management services. The arbitration will occur in English, in Montreal, Quebec, Canada. The parties may decide to use ADRIC's online dispute resolution services by common agreement. Except as set forth herein, the parties confer personal and exclusive jurisdiction to the courts located in the judicial district of Montreal. For the avoidance of doubts, you hereby irrevocably waive your right to trial by jury in any Dispute.

## 10. LIMITATION OF LIABILITY [N/A to Québec Consumers]

To the maximum extent permitted by law, (a) Taiga will not be liable to you for any indirect, special, incidental, consequential or exemplary damages in connection with this Agreement, including, without limitation, loss of data,

loss of profits, or otherwise, but excluding any damages which cannot be excluded under applicable laws and (b) Taiga's liability to you under this Agreement shall be limited to the value of the Prepayment, unless such damages cannot be excluded under applicable laws.

#### **11. EXPORT CONTROL**

You acknowledge and agree this Agreement is subject to export control laws. You represent and warrant that you are not on any restricted list pursuant to relevant export control laws, such as the *United States Export Administration Act* and Canada's *Export and Import Permits Act*, and that you are not located in a country in the Area Control List (as defined in those regulations).

#### **12. BENEFIT OF THIRD PARTIES**

This Agreement is personal to you. The limited rights under this Agreement to pre-order a Vehicle cannot be sold, traded or otherwise conferred to any third party. There are no third party beneficiaries to this Agreement. The individual entering into this Agreement is the only person with whom Taiga will enter into a corresponding Purchase Agreement.

#### **13. TERM; SURVIVAL**

This Agreement enters into force at the Effective Date and ends upon the earlier of (a) the execution of a Purchase Agreement or (b) the reimbursement of the Prepayment by Taiga. All provisions which by their nature should survive the term of the Agreement shall survive the term of the Agreement.

#### **14. GENERAL**

Any waiver of a breach of any provision to this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. You may not assign this Agreement to anyone, and such assignment shall be considered null and void. Taiga may transfer or assign this Agreement upon written notice to you, and such successor or permitted assignee shall be bound by the same terms and conditions as Taiga. The parties acknowledge that they have required this Agreement and all related documents to be drafted in English. *Les parties reconnaissent avoir demandé que le présent contrat ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.*