Thank you for placing a Reservation for your GRUNT. This GRUNT Reservation Agreement (the “Agreement”) contains the Terms and Conditions of your Reservation.

1. Reservation
   By making your Reservation, you have secured the approximate priority within your region for taking delivery of your GRUNT.

2. Effective Date
   Your Reservation and the Terms and Conditions of this Agreement become effective when (1) you place your Reservation and (2) we receive your Reservation Payment.

3. Order Process
   While this Reservation secures the approximate delivery priority within your region, it does not constitute the purchase or order of a GRUNT. When the start of production for your Reservation nears, we will ask you to configure your GRUNT. VOLCON will create an order for your GRUNT and you will receive a Purchase Agreement indicating the purchase price. If you proceed with the order, we will apply your Reservation Payment towards the order payment.

4. Cancellation
   Until you enter into a Purchase Agreement, your Reservation may be cancelled at any time, in which case you will receive a full refund of your Reservation Payment.

5. Acknowledgements; Non-Transferable
   You understand that while we will hold your Reservation Payment in a separate account, we will not hold your Reservation Payment in an escrow or trust fund or pay any interest on your Reservation Payment. Your Reservation is not transferable or assignable to another party without the prior written approval of VOLCON.

6. Your Details
   From time to time we may ask you to provide information so that we can perform our obligations under these terms and conditions. Your contact information and Reservation details may be shared with a VOLCON dealership partner that will deliver your GRUNT or provide servicing. We will maintain your personal information in accordance with our Privacy Policy, which is available at XXXXXXXXXXX

7. 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 Reservation Payment.

8. Pricing
   The price of your GRUNT will be confirmed once you have configured your GRUNT and you receive the Purchase Agreement. Any price provided to you in advance of the Purchase Agreement is only being offered to you as an estimate and is subject to change. Any price listed in the configurator will not include taxes and official or government fees. Because these taxes and fees are constantly changing and will depend on many factors, they will be calculated closer to the time of delivery and indicated on your Purchase Agreement. You are responsible for paying these additional taxes and fees. Delivery fees will be calculated closer to the delivery date and must be paid prior to taking ownership of your GRUNT.
9. Delivery
   If you are picking up your GRUNT in a region where we are licensed to sell the GRUNT or have a dealership partner in that region, we will notify you of when we expect your GRUNT to be ready for delivery at the VOLCON dealership partner closest to you, or other location as we may agree to. You agree to schedule and take delivery of your GRUNT within one week of this date. If you are unable to take delivery within the specified period, your GRUNT may be made available for sale to other customers.

   If you wish to pick up your GRUNT in a region where we are not licensed to sell the GRUNT or do not have a dealership partner, or if you and VOLCON otherwise agree, VOLCON will, on your behalf, coordinate the shipment of your GRUNT to you from our factory. In such a case, you agree that this is a shipment contract under which VOLCON will coordinate the shipping of the GRUNT to you via a third-party common carrier. You agree that delivery of the GRUNT, including the transfer of title and risk of loss to you, will occur at the time your GRUNT is loaded onto the common carrier’s transport (i.e., FOB shipping point). The carrier will insure your GRUNT while in transit and you will be the beneficiary of any claims for damage to the GRUNT or losses occurring while the GRUNT is in the possession of a common carrier.

   You understand that VOLCON may not have completed the development of GRUNT or begun manufacturing GRUNT at the time you entered into this Agreement and so we do not guarantee when your GRUNT will actually be delivered. Your actual delivery date is dependent on many factors, including your GRUNT’s configuration and manufacturing availability.

10. Governing Law
    The Terms and Conditions of this Agreement are governed by, and to be interpreted according to, the laws of the state of Texas. Prior agreements, oral statements, negotiations, communications or representations about the GRUNT sold under this Agreement are superseded by this Agreement. Terms relating to you Reservation not expressly contained herein are not binding.

    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.