

# Preorder Agreement

**Thank you for placing a pre-order for a Flux Marine System.** This Preorder Agreement (these “Terms” or “Agreement”) governs the placing of a preorder (“Preorder”) with Flux Marine Ltd. (“Flux Marine” or “we” or “us”) for an Electric Pleasurecraft or Outboard Motor System (“Unit”, “System”). Please read all these Terms carefully before submitting your Preorder. By submitting your Preorder, you agree to be legally bound by these Terms.

## 1. No Obligations

Each Preorder you submit for a Flux Marine Electric Pleasurecraft, or Outboard Motor System is a deposit for a future purchase of the Unit. You are under no obligation to purchase a Unit from us, and we are under no obligation to supply you with a Unit. These Terms do not constitute an agreement for the sale of a Unit and do not lock in pricing, a firm production slot, a firm delivery date, or specific Unit configuration. We may decline Preorders to avoid over-subscription or as we deem appropriate in our sole discretion. If your Preorder is declined, you will be notified, and your Pre-order payment will be refunded.

## 2. Preorder Eligibility

You must be at least 18 years of age and a resident of the United States to Preorder a Unit. By agreeing to these Terms, you represent and warrant to us that you are at least 18 years of age and a resident of the United States. If you are Preordering a Vehicle on behalf of a company, organization, or entity (an “Entity”) located in the United States, you represent and warrant that you have the authority to bind that Entity to these Terms and such Entity agrees to be bound by these Terms.

## 3. Purchase Agreement

This agreement does not constitute an agreement for the sale of a Flux Marine Unit. To complete the purchase of a Flux Marine Unit, you will need to execute Flux Marine’s final Purchase Agreement. The “Sales Agreement” will include additional terms and conditions, including the final price sheet for the Unit you ultimately select (“Your Selected Unit”). The Sales Agreement may be made with another Flux Marine entity. Additional payment for Your Selected Unit, including taxes and other governmental fees, will be required at that time.

## 4. Payment

You will be charged the fee indicated (the “Preorder Fee”) when you place your Preorder. Placing a Preorder constitutes your express agreement to be charged the Preorder Fee using your provided payment method. Your payment will be held by Flux Marine in a separate account designated solely for Preorders and released for application towards the final sales price of Your Selected Unit when you execute the Sales Agreement.

## 5. No Guarantee of Delivery Date

You are preordering a Unit without specifying the model, features, and options. We will endeavor to produce Your Selected Vehicle in the future and your priority will be set by the date of payment of your Preorder Fee, our manufacturing schedule, our delivery and service operations availability and execution of the Sales Agreement. There is no guarantee as to delivery date based on your Preorder. This Preorder payment and this Preorder Agreement are not made or entered into in anticipation of or pending any conditional sale contract. You understand that Flux Marine has not completed development of its Electric Pleasurecraft or Outboard Motor Systems at the time you entered into this agreement.

## 6. Cancellation/Refund

You may cancel your Preorder and receive a full refund of your Preorder Fee at any time by sending an email to [info@fluxmarine.com](mailto:info@fluxmarine.com) from the address you used to make the preorder or an updated address. You will receive your refund within approximately 5-10 business days. Flux Marine may cancel your Preorder at any time and will issue a full refund of your Preorder Fee to the address on file. The Preorder deposit is fully refundable by Flux Marine to you at any time prior to entering the Sales Agreement.

## 7. Unit/System Configuration and Battery Range

You understand that we may not have completed the development of the Vehicle or begun manufacturing the Unit at the time of your Preorder and specifications are subject to change at any time. You understand battery range and other available features have not yet been determined and may change, even after features are announced. By agreeing to these Terms, you represent and warrant to us that you understand that the Unit configuration may change prior to execution of any Sales Agreement.

## **8. Privacy Policy and Terms of Use**

You agree and understand that we collect, use, and disclose your personal information about your selected Unit in accordance with our [Privacy Policy](#). Please read our [Privacy Policy](#) carefully to understand the data that we collect and our practices regarding your information. If you have questions regarding our Privacy Policy or General Terms, you should contact us by email at [info@fluxmarine.com](mailto:info@fluxmarine.com).

## **9. Modification, Waivers & Assignment**

This Agreement may not be modified, altered, or amended unless expressly agreed to in writing signed by Flux Marine. The failure by Flux Marine to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Flux Marine. You may not assign your rights under these Terms without our express prior consent. Flux Marine may assign these Terms or your Preorder Fee in our discretion without your consent. Any assignment in violation of this Agreement will be null and void.

## **10. Limitation of Liability**

No consequential or indirect damages. Except as otherwise provided by applicable law, in no event shall Flux Marine or any of its affiliates, and their respective officers, employees, licensors and partners be liable to you or any other third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages arising out of, relating to, or in connection with this agreement, regardless of (a) whether such damages were foreseeable; (b) whether or not a proposed defendant was advised of the possibility of such damages; and (c) the legal or equitable theory (contract, tort or otherwise) upon which claim is based. Flux Marine's liability under this agreement shall be limited to the value of the Deposit unless such damages cannot be excluded under applicable law.

## **11. Governing Jurisdictions**

This Agreement, its subject matter and its formation, and any related non-contractual disputes or claims, are governed by the laws of the State in which Flux Marine is licensed to sell motor vehicles that is nearest to your delivery address, without regard to choose or conflict of law principles, except as otherwise provided in the Arbitration Agreement.

## **12. General**

Your Preorder confirmation, these Terms, our General Terms, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms. It shall supersede all prior and contemporaneous representations, warranties, agreements, understandings, inducements, and conditions, express or implied, oral, or written, of any nature whatsoever with respect to the subject matter hereof. In the event of any conflict between these Terms, our General Terms and our Privacy Policy, these Terms shall prevail. A printed version of this Agreement and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.