

DRAGSTER FIRST EDITION PRE-ORDER AGREEMENT



Name

Address.....

.....

.....

POST CODE.....

CONTACT NUMBER.....

EMAIL.....

DEALER.....



This Pre-Order Agreement between the person or entity identified below as **you** and **us** trading under the name of MOTOGB LTD. identified below as ITALJET UK, **we** or **us**, is for your pre-order of vehicle **Dragster First Edition** (Dragster) with us.

1. PRE-ORDER

By entering into this Italjet Pre-Order Agreement ("**Agreement**") you hereby confirm that you wish to have a priority to order a Dragster once these are ready for sale in your region. You understand that we may not have completed the development of the Dragster or begun manufacturing the Dragster at the time of your pre-order. **INITIAL**.....

2. NATURE OF AGREEMENT; NON-BINDING PRE-ORDER PAYMENT

The Pre-Order Deposit Payment is **non-refundable** should you decide not to purchase a Dragster from us when it becomes available. This Agreement does explicitly not constitute an agreement for the sale of a Dragster and does not lock in pricing, a production slot, or an estimated delivery date. This Agreement doesn't give you an obligation to purchase a Dragster from us and doesn't give us an obligation to produce the Dragster. If and when we notify you of the availability of a Dragster and you wish to proceed with the purchase of a Dragster, such sale and purchase will be governed by a separate and legally binding purchase agreement between you and us or between you and another dealer which is authorized by ITALJET UK. In the event a purchase is made, your pre-order amount will be credited against the purchase price of the Dragster. **INITIAL**.....

3. EFFECTIVE DATE; PRE-ORDER PROCESS

This Agreement is formed and becomes effective when we receive both your: (1) validly executed Agreement and (2) Pre-Order Payment in the amount and form stated in the payment instructions provided to you in connection with this Agreement. Once this Agreement becomes effective, you will be placed on the pre-orders list and you will receive communications about the development of the Dragster. **INITIAL**.....

4. PURCHASE PRICE

The price of the Dragster and any option pricing may not be available at the time of your pre-order and, if pricing is available, it is subject to change until agreed upon in an executed purchase agreement. **INITIAL**.....

5. DEFERRAL AND NON-TRANSFERABILITY

If you do not wish to enter into a purchase agreement at the time that you are contacted by us, you have the option to relinquish your pre-order sequence position and defer to a later position to be determined by us (only one deferral is permitted). If you do not communicate your decision to us within ten (10) days of notification, you will automatically be granted such a deferral. This Agreement is not transferable or assignable to another party without the prior written approval by us. **INITIAL**.....

6. PRIORITY

We will establish your pre-order sequence position in our sole discretion. We may decline pre-orders to avoid over-subscription, if we are unable to commence shipping of the Dragster to your region or as we deem appropriate in our sole discretion. If your pre-order is declined, you will be notified and your pre-order payment will be refunded. **INITIAL.....**

7. RIGHT OF REVOCATION

You have the right to revoke from the Agreement within fourteen (14) days without giving reason. The notice period is 14 days from the day the Agreement has been concluded. To exercise your right of revocation, you must send a clear statement to: EMAIL@EMAIL informing us about your decision to revoke the Agreement. You may use the attached template, but use of template is not mandatory. To meet the deadline to exercise your right of revocation, it is sufficient that you dispatch your notice of revocation before the end of the 14-day period. If you revoke this Agreement, we will refund the pre-order payment received from you within 14 days from the day we received your statement of revocation. We will use the same payment method you used to complete the transaction, to refund the payment, unless otherwise expressly agreed with you at time of order. We will not charge you any fee for this refund. **INITIAL.....**

8. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, we make no warranty of any kind in connection with this Agreement or its subject matter. Under no circumstances will we be held liable for any indirect or consequential loss or damage, including any and all (a) loss of opportunity (including loss of contract or right to offer or tender); (b) lost opportunity cost; (c) loss of business; (d) reduction or damage to goodwill; (e) damage to name or reputation; (f) loss or corruption of data, and regardless of whether any or all of these circumstances are considered to be indirect or consequential losses or damage, in contract, tort (including negligence), under any statute or law or otherwise arising out of our breach of this Agreement, even if we have been advised of the possibility of occurrences which would or might lead to such loss or damages. If we are held liable for any damages related to your pre-order or this Agreement, your sole and exclusive remedy will be limited to reimbursement of the pre-order payment paid to us. **INITIAL.....**

9. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of the UK without regard to its conflict of law provisions. Disputes that arise from the Agreement, and which cannot be settled amongst themselves, will be handled by the competent court of UK, unless we prefer the competent court in your hometown. **INITIAL.....**

DEPOSIT MONIES of £499.00 RECEIVED

CUSTOMER SIGNED..... DATE.....

DEALER SIGNED..... DATE.....

DEALER STAMP



TEMPLATE RIGHT OF WITHDRAWAL

Ref. Cancellation of my pre-order agreement according to the rules on distance selling

On [DATE] I entered into the agreement with for the pre-order of a Dragster First Edition.

I understand that the rules on distance selling provide for a cooling-off period, during which consumers have the right to cancel contracts of this nature. I am hereby giving notice that I wish to exercise my rights and cancel my contract with you.

I would be grateful if you could confirm cancellation and I look forward to having my money returned as soon as possible or at the latest within 14 days of your receipt of this letter.

Yours faithfully.....