



## Motor Vehicle Pre-Order Agreement Terms and Conditions

**Documentation.** Your Motor Vehicle Pre-Order Agreement (the “Agreement”) is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle configuration will be confirmed with you during the pre-order process. It will describe the vehicle that you have configured, including pricing (excluding taxes, and official/governmental fees if applicable)
2. **Final Price Agreement:** The Final Price Agreement will be provided to you as your delivery date nears. It will include final pricing based on your Vehicle Configuration, and will include any final *body-conversion* price increases, taxes, and/or official/governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your pre-order and make your Pre-Order Reservation Payment (“the” Pre-Order Date”).

**Agreement to Purchase.** You agree to pre-order the vehicle that you configured when you made your Pre-Order Payment and by taking delivery, completing the transaction when the Vehicle is ready for delivery from Bus Service Inc (BSI), pursuant to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order and you can confirm availability with a BSI representative. Options, features or hardware released after you place your order may not be included in or available for your Vehicle at time of delivery.

**Pre-Order Price, Taxes and Official Fees.** The pre-order price of the Vehicle will be confirmed in your Vehicle Configuration sheet. Any pre-order price listed on your Vehicle Configuration sheet or provided to you in advance from a BSI representative is only being offered to you as an estimate and is subject to change. Any pre-order price listed in the Vehicle Configuration will not include taxes or official/governmental fees; because these taxes and fees are constantly changing and will depend on many factors, such as where you register your Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Price Agreement. You are responsible for paying these additional taxes and fees.

**Pre-Order Process; Cancellation; Changes.** After you submit your completed pre-order and the options you have selected have been confirmed by a BSI representative, you have two choices for the Pre-Order Payment option listed on your Vehicle Configuration sheet to choose from. Whichever option is selected, your Pre-Order Payment covers the costs of performing these activities and other processing costs and is not a deposit for the vehicle.

**Option 1. Pre-Reservation - \$1,000.00.** You will have 30 days prior to Vehicle delivery to cancel your Reservation Deposit Pre-Order at any time, in which case you will receive a full refund of your Pre-Order Payment. Notice of delivery will be provided and recorded by BSI representative, and customer will be notified and will be required to confirm delivery notice verbally or in writing. **Option 2. Certification Reservation – 15% of Vehicle Configuration price.** You will be eligible for a full refund of the Spot Pre-Order amount up until confirmation of assigned Vehicle chassis vin# is provided by the OEM manufacturer. Once OEM manufacturer vin# is confirmed

**and provided to the customer by BSI representative the order cannot be cancelled after that acknowledged date.** If you make changes to the configuration of the Vehicle, you may be subject to potential price increases for any pricing adjustments made since your original Pre-Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. When you take delivery of the Vehicle, we will provide a credit to the final pre-order price of your Vehicle equivalent to the amount of the Pre-Order Payment you paid. This Pre-Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

**Delivery.** You agree to schedule and take delivery of your Vehicle within one (1) week of notification by BSI representative. If you are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers. You understand that BSI and its manufacturing partners may not have completed the development or begun manufacturing Vehicles at the time you entered into this Agreement and so we do not guarantee when your Vehicle will actually be delivered. Your actual delivery date is dependent on many factors, including your Vehicle's configuration and manufacturing availability. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

**Agreement to Arbitrate.** Please carefully read this provision, which applies to any dispute between you and Bus Service Inc. and its affiliates, (together "Bus Service Inc).

If you have a concern or dispute, please send written notice describing it and your desired resolution to [info@buyabus.net](mailto:info@buyabus.net). If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Bus Service Inc will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products. You will be responsible for all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to bring an arbitration, you may call AAA office or go to [www.adr.org](http://www.adr.org). The arbitrator may only resolve disputes between you and Bus Service Inc., and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or request for relief on behalf of others purchasing or leasing vehicle sold by Bus Service Inc. In other words, you and Bus Service Inc. may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated. You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Bus Service Incorporated, 3153 Lamb Ave, Columbus, OH 43219, stating your name, Vehicle Identification Number, and intent to opt out of the arbitration provision. IF you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

**Warranty.** You will receive the New Vehicle Limited Warranty at or prior to the time of Vehicle delivery or pickup. You may also obtain a written copy of your warranty, which will be available as delivery nears, from us upon request.

**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 Pre-Order Payment.

**No Resellers; Discontinuation; Cancellation.** Bus Service Inc. and its affiliates sell vehicles directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith. We may also cancel your pre-order and refund your Pre-Order Payment if the particular product chosen is discontinued.

**Governing Law; Integration; Assignment.** The terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in which we are licensed to sell motor vehicles that is nearest to your address indicated on your Vehicle Configuration. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the pre-order not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

**State Specific Provisions.** You acknowledge that you have read and understand the provisions applicable to you in the State-Specific Provisions attachment to this Agreement.

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.