

Updated March 24, 2023

STILRIDE RESERVATION AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions apply to all Reservations for future purchases of the light electric motorcycle, STILRIDE 1 (the "STILRIDE 1").

Please make sure you have read and understood these Terms and Conditions and STILRIDE's Privacy Policy before placing your Reservation. You may only place a Reservation if you are able to form legally binding contracts, for example if you are 18 years or older and not hindered by any appointment of a guardian for you.

1. Background and purpose

This Agreement governs the agreement entered between STILRIDE Sweden AB, and you for the Reservation of the STILRIDE 1. By placing a Reservation, you agree to be bound by this Agreement.

This Agreement does not constitute an agreement for the sale of a STILRIDE 1. You acknowledge and agree that you will be required to enter into a legally binding Purchase Agreement for the actual purchase of the STILRIDE 1. The purpose of this Agreement is to grant you a possible right of entering into a Purchase Agreement. You acknowledge and agree that this Agreement does not evidence any warranties, representations or covenants with regards to the STILRIDE 1.

2. Definitions

"**Agreement**" means these Terms and Conditions and STILRIDE's Privacy Policy, as well as any additional terms and conditions presented in the Reservation Form.

"**Customer**" or "**you**" means the person that has entered into the Agreement with STILRIDE.

"**Deposit**" means the amount set out in the Reservation Form to be paid by you to STILRIDE for the Reservation to be valid.

"**Reservation**" means the reservation for a future purchase of the STILRIDE 1 placed by the Customer and accepted by STILRIDE under the terms and conditions of this Agreement.

"**Reservation Form**" means the form provided by STILRIDE for placement of Reservation.

"**Privacy Policy**" means STILRIDE's policy for how STILRIDE processes personal data.

"**Purchase Agreement**" means the legally binding agreement that the Customer is to enter into for the actual purchase of a STILRIDE 1. The Purchase Agreement may, as directed by STILRIDE, be entered into between the Customer and STILRIDE, or any third party appointed by STILRIDE.

"**STILRIDE 1**" means the electric motorcycle named STILRIDE 1, planned to be released by STILRIDE. The specifics and the price of the motorcycle may change from the date of this Agreement and the Purchase Agreement,



“STILRIDE” means STILRIDE Sweden AB, a Swedish company with corporate registration number 559382-1787.

3. Reservation

To place a Reservation, you must follow STILRIDE's instructions in the Reservation Form, valid at the time of your Reservation, including providing STILRIDE with all mandatory information, pay the Deposit, and accept the Agreement. Once STILRIDE has received the Reservation and the Deposit, STILRIDE will, if the Reservation is accepted, send you a receipt of your Reservation to the email address provided by you and will continuously keep you informed of the development of the STILRIDE 1. If you earlier have signed up for a Reservation with STILRIDE and paid a Reservation Fee, such Reservation Fee already paid will also form part of the total Deposit under this Agreement.

The possibility of making a Reservation is subject to the geographical restrictions solely decided by STILRIDE. STILRIDE furthermore reserves the right to decline your Reservation, at STILRIDE's own discretion. If your Reservation is declined, you will be notified thereof and the Deposit paid by you, if any, will be refunded.

The Reservation allows you to reserve a STILRIDE 1 for subsequent purchase but does not constitute a promise or firm commitment from STILRIDE relating to the pricing for the STILRIDE 1, a production slot, an estimated delivery date, or the availability of such STILRIDE 1, or whether its specifications or features will be the same as those presented by STILRIDE at the date of the Reservation. The final terms and conditions, specifications and price, including any additional charges such as for taxes, shipping, title, registration, insurance, customs, duties and other charges, for the STILRIDE 1 will be presented by STILRIDE when the Purchase Agreement is presented to you.

Please note that the Reservation does not result in an obligation for you to purchase the STILRIDE 1 from STILRIDE, and STILRIDE is under no obligation to sell you a STILRIDE 1.

Furthermore, you declare that you are aware that STILRIDE at the date of your Reservation has not started the production of the STILRIDE 1 and that STILRIDE does not guarantee that you will be offered to purchase a STILRIDE 1. The STILRIDE 1 is under development or manufacturing and regulatory requirements may result in delayed commercialization. STILRIDE is not responsible for these delays or inability to deliver, and STILRIDE will refund the Deposit paid by you, if any, if STILRIDE cannot present you with a Purchase Agreement no later than 2024-05-01.

If you in the future place a firm order for the STILRIDE 1 such firm order and the delivery of the STILRIDE 1 is subject to a Purchase Agreement and your acceptance of the same.

4. Deposit

The Deposit is to be paid to STILRIDE in the amount and by the payment method(s) set out in the Reservation Form. Such Deposit is inclusive of value added tax (“VAT”). The payment of the Deposit is a requirement for the acceptance of a Reservation.

When a purchase of a STILRIDE 1 is made, your Deposit, without interest, will be credited against the purchase price.

5. Cancellation and refund

You and/or STILRIDE may cancel this Reservation at any time, for any reason, prior to a binding Purchase Agreement.

If either you or STILRIDE cancel the Reservation prior to the binding Purchase Agreement, you will receive a refund of the Deposit, without interest, no later than 30 days from the day of cancellation.



The refund will be made using the same payment method that you used for your payment, unless this is not possible.

If you wish to cancel your Reservation you may do so by sending an unequivocal statement thereof to: orders@stilride.com (NOTE: Your Reservation confirmation number needs to be attached in your cancellation request.)

If you choose not to proceed with a purchase of a STILRIDE 1 within thirty (30) days from receipt of notice that the STILRIDE 1 is available for firm order by entering into a Purchase Agreement, your Reservation will automatically be cancelled. Upon such cancellation you have same rights of repayment of the Deposit as mentioned above.

Once the Reservation has been cancelled your right to purchase a STILRIDE 1 as set out in this Agreement will no longer be valid.

6. Personal data

You represent and warrant that all personal data and information provided by you is correct, and it is your responsibility to keep this information current at any time by emailing STILRIDE at orders@stilride.com. STILRIDE is not be liable for incorrect information.

Your personal data will be processed in accordance with STILRIDE's Privacy Policy.

Upon entering your payment details for the payment of the Deposit, your details will be conveyed securely to our payment service provider ('PSP'). Please note that the terms for each payment method and also the privacy policy for such PSP might differ from PSP to PSP.

7. Limitation of liability

STILRIDE is not responsible for indirect or consequential losses or damages that are a side effect of the main loss or damage, for example loss of profits or loss of opportunity. STILRIDE is furthermore not responsible for any losses that are due to an event that is beyond STILRIDE's reasonable control (force majeure), including but not limited to pandemics, fire, flood, storm, riot, civil disturbance, pandemics, war, nuclear accident and terrorist activity.

STILRIDE's maximum liability to you for any loss or damage arising in connection with your Reservation is limited to the Deposit.

In some jurisdictions applicable mandatory law may not allow certain of the limitations described above, in which case such limitations will apply to the maximum extent allowed by such applicable law.

8. Transfer of rights and obligations

STILRIDE reserves the right to assign or transfer STILRIDE's rights and obligations under this Agreement, including the Reservation, to third parties. Such transfer will not affect your rights.

You are not allowed to transfer your Reservation or any rights related thereto to a third party.

9. Miscellaneous

This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.



10. Applicable law and jurisdiction

The Reservation shall be governed and construed in accordance with the laws of Sweden and any dispute shall be settled in a Swedish public court. However, you may additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence.

Furthermore, if you are a consumer residing in an EU country and you and STILRIDE are not able to settle a complaint you have related to the Reservation, you may submit your complaint to EU's online dispute resolution platform (the "ODR platform"). Please note however that STILRIDE is not obliged to participate in the process for online resolution within the framework of the ODR platform.

The ODR platform offers consumers and traders within the EU with the possibility to try and reach an out-of-court settlement for complaints arising from online purchases. This single-entry point is designed to be a user-friendly and interactive website, available in all EU official languages and free of charge. Using the ODR platform you and STILRIDE may find a dispute resolution body and then go through the process of finding a solution to your complaint. The ODR platform is available here: ec.europa.eu/consumers/odr/.

Company information:

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