

Reservation Agreement

WESLL MODELS – F900-GS AWD & F800-GS 2WD

This Reservation Agreement between you and (we or us), is for your reservation to place an order with us for a WESLL adventure quad Model F900-GS and/or F800-GS. As the vehicles enter production, we will contact you to formally place your order.

1. Reservation

By entering into this Reservation Agreement you are making a reservation to place an order with us. This Agreement does not constitute the sale of any vehicle.

2. Nature of Agreement; Non-Binding Reservation Payment.

The Reservation Payment is fully refundable at any time less processing fees (for example, if you choose to cancel or abandon your reservation, or if we decline to maintain you as a reservation holder). This Agreement does not constitute an agreement for the sale of a WESLL vehicle and does not lock in pricing, a production slot, or an estimated delivery date. You are under no obligation to purchase a WESLL vehicle from us, and we are under no obligation to sell you a vehicle. If and when we notify you that it is time to place your order and you wish to proceed with the purchase of a vehicle, such sale and purchase will be governed by a separate and legally binding Purchase Agreement between you and WESLL LLC or an authorized WESLL dealer.

3. Effective Date; Reservation Process

This Agreement becomes effective when we receive both your: (1) validly executed Reservation Agreement document and (2) Reservation Payment in the amount corresponding to your vehicle choice. Once this Agreement becomes effective, you will be placed on the WESLL reservations list and will receive communications about the WESLL program.

4. Order Process

This Agreement is not for the sale of a vehicle. When the start of production for your reservation nears, we will ask you to configure your options and to provide full details of the legal purchaser of the WESLL vehicle. We will create an order for your WESLL vehicle containing the information provided by you, and a Purchase Agreement indicating the estimated purchase price of your WESLL vehicle, taking into account the base price of the model and any options included or that you select, WESLL will then submit to you the order and the Purchase Agreement for your review. If you wish to proceed with the purchase, you must sign and return the Purchase Agreement together with any required order payments. Production of your WESLL vehicle will then commence and your order payment under the Purchase Agreement will become non-refundable (to the extent permitted by applicable law). At the time you enter into the Purchase Agreement your Reservation Payment will be applied to your order payment. Estimates of any applicable taxes, duties, transport and delivery charges and any other applicable fees will be assisted and presented to you for review prior to shipment.

5. Purchase Price

Base vehicle and options pricing may not be available at the time of your Reservation and, if pricing is available, it is subject to change until agreed upon in an executed Purchase Agreement.

6. Deferral and Non-Transferability

If you do not wish to enter into a Purchase Agreement at the time that you are contacted by WESLL, you have the option to relinquish your reservation 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 to place your order, you will automatically be granted your one deferral and we will defer your reservation position. This Agreement is not transferable or assignable to another party without the prior written approval of a WESLL authorized representative.

7. Priority

We will establish your reservation sequence position in order of Reservation Payment and validly executed Purchase Agreement payment. We reserve the right to decline or cancel your reservation at our discretion without reason. If your reservation is declined or we decide to cancel your reservation, you will be notified and your Reservation Payment will be refunded.

8. Your Details

From time to time we will ask you to provide information so that we can perform our obligations under this Agreement. We will maintain your personal information in accordance with our Privacy Policy.

9. 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 direct, 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 reservation or this Agreement, your sole and exclusive remedy will be limited to reimbursement of the Reservation Payment paid to and held by us.

10. Acknowledgments

You understand that WESLL may not have begun manufacturing WESLL at the time of your reservation. You also agree that we will not hold your Reservation Payment separately or in an escrow or trust fund or pay any interest on Reservation Payments.

11. Governing Law and Jurisdiction

This Agreement is governed by the laws of the State of Arizona, U.S.A. without regard to its conflict of laws provisions. The English version of this Agreement shall govern to the extent not prohibited by law in your jurisdiction.