

# Vehicle pre-order que reservation terms & conditions



**These terms & conditions (“Terms”) govern the reservation (“Reservation”) by a prospective customer (“You”) of a position in the Vidde Snow Mobility AB (“Vidde”) (“We” and jointly the “Parties”) pre-order que (“Pre-Order Que”) indicating Your interest in the future purchase of a Snowmobile Model 1 (“Vehicle”) from Vidde. Please read these Terms carefully before making Your Reservation.**

By finalizing the Reservation process on the Vidde website [website link] (“Website”) and pressing “Register” confirming your acceptance of these Terms you agree to acknowledge and confirm:

- i. that You have read and agree to be legally bound by these Terms; and
- ii. That upon receiving the non-refundable Reservation fee (“Reservation Fee”), a Reservation agreement has been entered between You and Vidde on the Terms as set out herein.

**1.** A Reservation is a non-binding, preliminary expression of interest by You to purchase a Vehicle at an unspecified time in the future. By placing a Reservation You are not obligated to purchase a Vehicle from Vidde and Vidde is not obligated to supply a Vehicle to You.

**2.** Making a Reservation does not constitute a contract for the sale and/or purchase of a Vehicle by You from Vidde and do not set or otherwise fix pricing, a fixed production time and/or a fixed delivery date. Furthermore, any and all Reservations are made without specifying Vehicle model, features, characteristics and other options/specifications (“Specifications”).

**3.** By making a Reservation on the Website and upon payment of the Reservation Fee You expressly agree that Your sole intention is to reserve a position in the Pre-Order Que, and that Vidde’s sole obligation is to reserve You a position in the Pre-Order Que. Placing a Reservation does not guarantee a future purchase of a Vehicle, nor does it stipulate or guarantee a specific point in time where a potential purchase of a Vehicle can be completed.

**4.** Your position in the Pre-Order Que is depending on several factors, for example but not limited to:

- When You have made Your Reservation;
- Your geographical location; and
- The total number of Reservations made.

The Pre-Order Que is managed by Vidde at Vidde’s sole discretion, and Vidde has no obligation whatsoever to disclose to You any information about the Pre-Order Que and/or Your position in the Pre-Order Que.

**5.** Your right to make a Reservation is subject to the following pre-requisites:

- i. You are over 18 years old;
- ii. You are not a person, or acting on behalf of a person, designated on any sanctions list imposed by the UN, EU or US; and
- iii. If You are making a Reservation on behalf of a company, organization or other legal entity or nonprofit organization, You represent and warrant that You have the right to legally represent and act on the behalf of such entity and that such entity consents to be bound by these Terms.

If any of these representations fail to be true, Vidde reserves the right to cancel Your Reservation with immediate effect without any liability whatsoever to compensate You or to refund your Reservation Fee.

**6.** You explicitly acknowledge and accept that Vidde has not commenced or completed production of the Vehicle at the time You are making Your Reservation and that the Specifications of the Vehicle may change at any time. You understand that battery range and other available Specifications of the Vehicle have not yet been determined and may change, even after Specifications have been announced. Vidde explicitly disclaims all guarantees of Vehicle Specifications as well as a final delivery date based on Your Reservation.

**7.** To complete the purchase or lease of a Vehicle, the Parties shall enter into Vidde’s final sales agreement (“Final Sales Agreement”), which will contain additional terms, including the final Vehicle Specification and Vehicle pricing. Additional payment for the selected Vehicle, including taxes and other government fees, will become due at the time of signing of the Final Sales Agreement. The Reservation Fee will be fully subtracted towards the final payment for the Vehicle as set out in the Final Sales Agreement.

**8.** Vidde will undertake best commercial efforts to produce Your Vehicle in the future and your overall priority as a customer is based on Your position in the Pre-Order Que, Vidde’s production schedule, Vidde’s delivery and service availability and the date of signing the Final Sales Agreement. Your selected Vehicle Specification will be finally set and reflected only in such Final Sales Agreement.

**9.** Vidde may, in its sole discretion, decline Reservations to avoid over-subscription or for any other reason Vidde deems appropriate. If a Reservation is declined, You will be notified, and the Reservation Fee will be refunded.

**10.** The Reservation Fee is set out on the Website and Vidde reserves the right to change the Reservation Fee at its sole discretion and for any and no reason. Payment of the Reservation Fee is made through the payment process as set out on the Website.

**11.** Reservation Fee is refundable to You only under the following circumstances:

- i.** where a Reservation has been declined by Vidde as set out in section 9 above; and/or
- ii.** where Vidde is held liable under these Terms and where Your sole and exclusive remedy is the refund of the Reservation Fee.

**12.** By placing a Reservation on the Website You will be required to provide certain information, such as Your address and other billing information. You represent and warrant that all such information is accurate, and You shall ensure that all such information is kept current. Vidde shall have no liability for inaccurate information or information that later becomes outdated, and shall have no obligation to make efforts to determine the correct information.

**13.** The data, including but not limited to personal data as defined by applicable data privacy legislation, that Vidde receives or collects from You or about Your selected A Vehicle will be used in accordance with Vidde's privacy policy and terms of use, each of which is incorporated herein by reference and available on our website at: [viddemobility.com/legal/privacy](https://viddemobility.com/legal/privacy). Please carefully read our privacy policy and terms of use to understand what data we collect and our practices regarding Your information and how it will be treated. If You have questions about our privacy policy or terms of use, You should contact us by email at [customer@viddemobility.com](mailto:customer@viddemobility.com).

**14.** If a court finds that any provision or part of these Terms cannot be enforced for any reason, the rest of the Terms will continue to be in full force and effect, and the unenforceable provision shall be deemed modified only to the extent necessary to make it enforceable.

**15.** Vidde's failure to enforce any right or provision set out in these Terms will not constitute a waiver of future enforcement of that right or provision or of the Terms. Waiver of any right or provision will only be effective if it is in writing and signed by a duly authorized representative of Vidde.

**16.** Under no circumstances will Vidde be held liable for any incidental, special or consequential damages arising out of or related to these Terms. In the event that Vidde is held liable for any damages arising out of or related to these Terms, Your sole and exclusive remedy will be full refund of the Fees paid.

**17.** You may not assign Your rights under these Terms without Vidde's express prior approval. Vidde may assign its rights under this Reservation Agreement without Your consent.

**18.** Vidde reserves the right to change and/or modify these Terms for any and no reason. We will provide notice to You of any material changes and if you are unhappy with such changes, Your sole and exclusive remedy will be to cancel your Reservation. Such cancellation will not result in the refund of your Reservation Fee.

**19.** These Terms shall be governed by the substantial laws of Sweden and any dispute shall be finally settled by the courts of Sweden.

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