

AirCar

AIRCAR Pre-Order Sale Agreement

IMPORTANT NOTICE : AIRCAR AVIATION, INC. : (“**AIRCAR**”, “**WE**”, “**US**” OR “**OUR**”). PLEASE READ THIS PRE-ORDER SALE AGREEMENT (THE “**AGREEMENT**”) CAREFULLY. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN US AND THE PERSON OR ENTITY LISTED AS THE BUYER (“**YOU**” OR THE “**BUYER**”) THAT GOVERNS THE PRE-ORDER PURCHASE OF THE PRODUCT (AS DEFINED BELOW). THIS AGREEMENT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR PREORDER, OUR LIMITATION OF LIABILITY TO YOU, AND YOUR AGREEMENT TO RESOLVE DISPUTES THROUGH CERTAIN PROCESSES ON AN INDIVIDUAL BASIS, AS FURTHER DETAILED BELOW.

1. Pre-Order and Acceptance.

(a) Offer. You may pre-order AirCar, a commercially available personal electric aerial vehicle that you can own and fly (the “**Product**”). Each pre-order you submit (“**Pre-Order**”) constitutes an offer to purchase the Product. Pre-Orders are submitted, and the offer is made, when you have provided all of the information requested as part of the registration process.

(b) Registration Information. When you place a Pre-Order for the Product, you will be required to provide certain information in connection with your purchase, such as your name, delivery address and billing information. You represent and warrant that all such information is complete and accurate, and you will ensure that such information is kept current. AirCar will have no responsibility or liability for inaccurate information or information that later becomes outdated and will have no obligation to make efforts to determine the correct contact or delivery information. You can update your information at any time prior to notice that the Product is ready for delivery by sending an email to sales@aircar.aero

(c) Acceptance. Completed Pre-Orders are subject to our acceptance and may be rejected at any time prior to delivery for any reason at our sole discretion. If we reject your offer, we will, as your sole and exclusive remedy and our sole and exclusive obligation, refund the Deposit. We will send you an email to the email address provided by you during registration to indicate whether your Pre-Order has been accepted or rejected.

2. Restrictions on Sale; Right of Cancellation.

We reserve the right to: (a) limit the number of pre-order Products sold to a certain number; (b) limit the number of Products sold to any person or entity, and (c) cancel your Pre-Order at any time, even after it has been accepted, and provide you a refund of the Deposit, as

AirCar

defined in Section 3 below. You must be at least 18 years old to offer to purchase a Product. By agreeing to this Agreement, you represent and warrant to us that you are at least 18 years old.

3. Payment

You will be charged a non-refundable down payment of two hundred and fifty US dollars (US \$250) for the Product (the “**Down Payment**”) at the time you place your Pre-Order for the Product to get a priority position in a waiting list (the “Queue”) for the production. Your placing of the Pre-Order constitutes your express agreement for AirCar to charge your provided payment method at such time. Once the Product is ready for delivery, you will be required to pay the remainder of the Purchase Price (i.e., the Purchase Price, less the Down Payment) prior to delivery.

4. Refunds

All refunds will be credited back to the same payment method used to pay the Purchase Price and are exclusive of any processing or postage fees previously paid by you. We may decline or cancel your Preorder for any reason at any time in our sole discretion. If your Preorder is declined or cancelled, you will be notified and your Deposit (if paid) will be refunded as soon as practicable to the account information we have on file.

5. Shipment and Delivery

The Product is pre-sold as it is not ready for delivery. The Product is expected to be ready for delivery on or before the date identified by AirCar during the Pre-Order process (the “**Estimated Delivery Date**”). If the Product will not be available for delivery by the Estimated Delivery Date, we can offer you the choice of either a refund or to wait until a new expected delivery date. You understand that AirCar may not have completed the development of the Product or begun manufacturing Product at the time you entered into this Agreement and so we do not guarantee when your Product will actually be delivered. Your actual delivery date is dependent on many factors, including manufacturing availability. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Product and all proceeds therefrom until your obligations have been fulfilled. For an additional fee, AirCar will, on your behalf, coordinate the shipment of your Product to you from our factory in [•]. In such a case, you agree that this is a shipment contract under which AirCar will coordinate the shipping of the Product to you via a third-party common carrier. If you elect to have AirCar coordinate the shipment of your Product, you agree that delivery of the Product, including the transfer of title and risk of loss to you, will occur at the time your Product is loaded onto the common carrier’s transport (i.e., FOB shipping point). The carrier will insure your Product

AirCar

while in transit and you will be the beneficiary of any claims for damage to the Product or losses occurring while the Product is in the possession of a common carrier. If you do not elect to have AirCar coordinate the shipment of your Product, you are responsible for arranging delivery of the Product to your desired location from our factory, and you agree that the transfer of title and risk of loss to you will occur at the time the Product is ready at our factory.

6. Terms and Conditions

Your purchase and use of the Product will be subject to this Agreement, including the specific terms and conditions set forth below (the “**Initial Terms**”). The purchase and use of the Product may also be subject to additional terms and conditions (the “**Additional Terms**” and with the Initial Terms, the “**Terms and Conditions**”), which will be provided by AirCar at or prior to the time that the Product is delivered. You agree that the Terms and Conditions are applicable to you and your use of the Product. Further, you acknowledge and agree that:

(a) Compliance with Laws. Use of the Product may be subject to local laws, regulations, and ordinances in your jurisdiction. You are responsible for complying with all applicable laws. It is your responsibility to determine whether your use of the Product complies with local laws, regulations, and ordinances. If you do not have sufficient information to determine whether your use of the Product will comply with all applicable laws, regulations, and ordinances, then you should not place a Pre-Order for the Product.

(b) Compliance with Documentation and the Terms and Conditions. You agree to use the Product only in conformance with the user manuals and the reasonable direction and specifications provided by AirCar (the “**Documentation**”), and in no other manner. If you fail to use the Product in conformance with the Documentation, the Product may not

(c) Privacy. If you provide information for the Pre-Order of the Product, AirCar will not use such information except as necessary or helpful to fulfill your order. AirCar may use such information to create aggregate data that does not identify any specific individual or entity, and it may publish or otherwise provide such aggregate data to its commercial partners.

7. Intellectual Property.

AirCar and its licensors own all intellectual property rights in the Product. AirCar reserves all rights in and to the Product not granted expressly in this Agreement or such other additional license terms.

8. WARRANTY AND GENERAL DISCLAIMER:

AirCar

(a) You will receive the Product warranty at or prior to the time of Product delivery (“**Limited Warranty**”). The limited warranty will remain in effect for two (2) years after the date of Product delivery. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITED WARRANTY DOES NOT COVER THE PROPELLERS OF THE PRODUCT. You may also obtain a written copy of your Limited Warranty, which will be available closer to the time of delivery, from us upon written request to [sales@aircar.aero].

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTY, PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND AIRCAR HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE CUSTOM ASIC AND PRODUCT WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE EXTENT THAT ANY THIRD PARTY.

(c) AIRCAR WILL USE REASONABLE EFFORTS TO PASS THROUGH TO YOU ANY THIRD PARTY WARRANTIES APPLICABLE TO THE PRODUCT..

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AIRCAR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THE PRE-ORDER OR THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE ANY PRODUCT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF AIRCAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL AIRCAR’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCT(S) PURCHASED BY YOU. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. INDEMNIFICATION

You agree to indemnify and hold AirCar, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “**AirCar Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) your use of, or inability to use, the Product; (b) your violation of this Agreement; (c) your violation of any rights of another party; or (d) your violation of any applicable laws, rules or regulations. AirCar reserves the right, at its own cost, to

AirCar

assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with AirCar in asserting any available defenses. This provision does not require you to indemnify any of the AirCar Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Pre-Order or Product.

11. Force Majeure.

Neither party will be liable to the other for any failure to perform its obligations due to an event beyond the control of such party, including, but not limited to, any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of that party's control, which causes the termination of an agreement or contract entered into, or which could not have been reasonably foreseen. Any party affected by such event will inform the other party and use all reasonable endeavors to comply with this Agreement.

12. Modification of this Agreement.

We reserve the right, at our discretion, to this Agreement on a going-forward basis at any time. Please check this Agreement periodically for changes. If a change to this Agreement materially modifies your rights or obligations, you will be required to accept the modified Agreement in order for your Pre-Order to remain valid. Material modifications are effective upon your acceptance of the modified Agreement. Immaterial modifications are effective upon publication.

13. Entire Agreement; Survival.

This Agreement represent the entire agreement governing your Pre-Order of the Product, and any prior agreements have no force or effect. All provisions of this Agreement which by their nature should survive, will survive termination, including without limitation, ownership provisions, disclaimers, indemnification, and limitation of liability

14. Waiver; Severability.

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If for any reason a court of competent jurisdiction finds any portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

AirCar

15. Dispute Resolution.

Please carefully read this provision, which applies to any dispute between you and AirCar.

(a) If you have a concern or dispute, please send a written notice describing it, your desired resolution and your contact information to sales@aircar.aero. We commit, and you agree, to use reasonable efforts to settle any dispute directly through good faith negotiations.

(b) If we have not resolved your concern within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and AirCar (including without limitation your Preorder, these Terms, and any claims arising before your Preorder) 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, unless you and AirCar agree in writing otherwise. The AAA Consumer Arbitration Rules will govern the allocation of arbitration fees and costs between you and AirCar.

(c) The arbitrator may only resolve disputes between you and AirCar, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Vehicles. In other words, you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any class or representative action.

(d) 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.

(e) You may opt out of arbitration within 30 days after placing your Preorder and agreeing to these Terms by sending an email to sales@aircar.aero, stating your name, contact information, and request to opt out of the arbitration provision. You agree that any opt- out request will not apply to subsequent agreements between you and AirCar.

(f) If you opt out of arbitration in accordance with the requirements set forth herein, or if either of us prefer and both of us agree in writing, the dispute may be brought in small claims court.

16. Assignment.

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without AirCar's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

17. Exclusive Venue.

AirCar

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and AirCar agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in [San Francisco, California].

18. Governing Law.

This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

19. Notice.

Where AirCar requires that you provide an e-mail address, you are responsible for providing AirCar with your most current e-mail address. In the event that the last e-mail address you provided to AirCar is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, AirCar's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to AirCar at the following address: sales@aircar.aero. Such notice will be deemed given when received by AirCar by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

20. Consent to Electronic Communications.

The communications between you and AirCar use electronic means, whether you visit our website or send us emails, or whether we post notices on our website or communicate with you via e-mail. For contractual purposes, you (1) consent to receive communications from AirCar in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that AirCar provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.