

## APEX AP-O Reservation Agreement



### Terms & Conditions

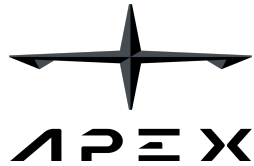
#### **1. APEX AP-O Reservation**

These Terms & Conditions set out the terms and conditions of your reservation for your APEX AP-O (**Reservation**). By making a Reservation, subject to these Terms & Conditions, you will have secured the approximate priority for you to take delivery of your APEX AP-O.

You may make a Reservation only if you are ordinarily resident in one of the following countries/jurisdictions: Belgium, Canada; Dubai, United Arab Emirates; France; Germany; the Netherlands; Hong Kong SAR; Iceland; Italy; Japan; Kuwait; Macao SAR; Malaysia; Monaco; Norway; Pakistan; Portugal; Qatar; Russia; Singapore; South Korea; Spain; Sweden; Switzerland; Taiwan; UK; USA.

#### **2. Reservation, order, and purchase process**

Reservations must be made through our website. Your Reservation becomes effective when: (a) you place your Reservation; and (b) we receive your Reservation payment as set out on our website (**Reservation Payment**). Payment of your Reservation Payment must be made by credit card as set out on our website and should be made in US dollars or, if in a different currency, of equivalent value to the amount in US dollars set out on our website or in our reservation email. The exchange rate to be applied shall be the market exchange rate applied to you for the purchase of US dollars with such other currency as at the close of business on the date when the Reservation Payment is made. You shall be responsible for paying any and all bank charges to ensure we receive the Reservation Payment in full.



Your Reservation does not constitute the order or purchase of an APEX AP-0. The price, appearance, colour, performance figures and features of the APEX AP-0 may subject to change.

Before we start the production for your APEX AP-0, we will ask you to configure your vehicle. Once you have configured your APEX AP-0, we will create an order for your vehicle and you will receive a purchase agreement indicating the purchase price of the vehicle, plus estimates of any applicable taxes, duties, transport and delivery charges, and any other applicable fees (**Purchase Agreement**). If you proceed with the order and sign the Purchase Agreement, we will apply your Reservation Payment towards the purchase price of the vehicle.

Until you enter into a Purchase Agreement, your Reservation may be cancelled at any time, in which case you will receive a full refund of your Reservation Payment. Any refund will be paid to you in the same amount and currency as your Reservation Payment. If APEX cancels your Reservation, you will receive a full refund of your Reservation Payment.

### **3. Reservation Payment**

You understand that we will not hold your Reservation Payment separately or in an escrow or trust fund, or pay you any interest on your Reservation Payment. Your Reservation is not transferrable or assignable without the prior written approval of APEX.

### **4. Personal data**

From time to time we will ask you to provide your personal data so that we can perform our obligations under these Terms & Conditions. We will maintain your personal data in accordance with applicable laws and our Privacy Policy, which is available at <http://apexmotors.co/privacy-policy>.