



Arctic Trucks
AT37 - LC250
Refundable Preorder Deposit

Thank you for your interest in our Land Cruiser AT37 modification (“**Vehicle Build**”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A BINDING ARBITRATION AGREEMENT (SEE SECTION 10 BELOW) AND IT AFFECTS YOUR AND ARCTIC TRUCKS’S RIGHTS, INCLUDING THE RIGHT TO SUE IN COURT OR JOIN A CLASS ACTION.

This Preorder Agreement (these “**Terms**” or “**Agreement**”) governs the placing of a preorder (“**Preorder**”) with Arctic Trucks North America, Inc. (“**ATNA**” or “**we**” or “**us**”) for a **AT37 LC250 Modification (“Vehicle Build”)**. Please read all these Terms carefully before submitting your Preorder. By submitting your Preorder, you agree to be legally bound by these Terms.

1. No Obligations

Each Preorder you submit for a Vehicle Build acts as a deposit for a future purchase of the Vehicle Build. You are under no obligation to purchase a Vehicle Build from us, and we are under no obligation to supply you with a Vehicle Build.

These Terms do not constitute an agreement for the sale of a Vehicle Build and do not lock in pricing, a firm production slot, a firm delivery date, or specific Vehicle Build configuration. To complete the purchase of a Vehicle Build, you will need to execute ATNA’s standard final Purchase Agreement (“**Purchase Agreement**”) which will include additional terms and conditions. Additional payment for your Vehicle Build, including taxes and other governmental fees, will be required at that time.

We may decline Preorders to avoid over-subscription or as we deem appropriate in our sole discretion. If your Preorder is declined, you will be notified and your Preorder payment will be refunded.

2. Preorder Eligibility: Age and Residency; Entity Preorders

You must be at least 18 years of age to Preorder a Vehicle Build. By agreeing to these Terms, you represent and warrant us that you are at least 18 years of age. If you are Preordering a Vehicle Build on behalf of a company, organization or entity (an “**Entity**”), you represent and warrant that you have the authority to bind that Entity to these Terms and such Entity agrees to be bound by these Terms.

3. Registration

When placing a Preorder for a Vehicle Build, you represent and warrant that all information provided is accurate, and it is your responsibility to keep this information current at any time by emailing info@arctictrucks.us ATNA shall not be liable for inaccurate or outdated information.

4. Payment

You will be charged the fee of \$500 as indicated on our website (the “**Preorder Fee**”) when you place your Preorder. Placing a Preorder constitutes your express agreement to be charged the Preorder Fee using your provided payment method. When ATNA has a production kit available for your Vehicle Build and you execute a Purchase Agreement for your Vehicle Build, you will be charged 50% of the total price for your Vehicle Build (“**Purchase Price**”) as a deposit (“**Deposit**”). Prior to final delivery or pickup of your Vehicle Build, you will be charged an amount equal to any applicable taxes and fees plus the remaining 50% of your Purchase Price (less the Preorder Fee).

5. No Guarantee of Delivery Date

Your Vehicle Build timing will be based on the date of payment of your Preorder Fee, our manufacturing schedule and/or the manufacturing schedule of our Upfitter partners, our delivery and service operations availability and execution of the Purchase Agreement. There is no guarantee as to when a production spot will be available for your Vehicle Build or when your Vehicle Build will be delivered to you.

6. Cancellation/Refund

You may cancel your Preorder and receive a full refund of your Preorder Fee at any time by sending an email to info@arctictrucks.us from the address you used to make the preorder. You will receive your refund within approximately 5-10 business days. ATNA may cancel your Preorder at any time and for any reason and will issue a full refund of your Preorder Fee via a mailed check. The right to receive a refund expires once a Purchase Agreement is signed.

7. Vehicle Build Configuration

You understand that we may not have completed the development of the Vehicle Build or begun manufacturing the Vehicle Build at the time of your Preorder and specifications are subject to change at any time. You understand that specifications and features have not yet been determined and may change. By agreeing to these Terms, you represent and warrant to us that you understand that the Vehicle Build configuration may change prior to execution of any Purchase Agreement.

9. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL ATNA OR ANY OF ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS AND PARTNERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT

OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT A PROPOSED DEFENDANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL ATNA'S OR ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS AND PARTNERS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS YOU ACTUALLY PAID TO KINDRED PURSUANT TO THIS AGREEMENT.

10. Dispute Resolution—Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND ATNA CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND ATNA TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

You agree that, in the event any dispute or claim arises out of or relating to your use of ATNA's products or services, you will contact us at info@arctictrucks.us and you and ATNA will attempt in good faith to negotiate a written resolution of the matter directly. You agree that if the matter remains unresolved for 30 days after notification (via certified mail or personal delivery), such matter will be deemed a "Dispute" as defined below. Except for the right to seek injunctive or other equitable relief described under the "Binding Arbitration" section below, should you file any arbitration claims, or any administrative or legal actions without first having attempted to resolve the matter by mediation, then you agree that you will not be entitled to recover attorneys' fees, even if you may have been entitled to them otherwise.

Binding Arbitration. You and ATNA agree that any dispute, claim or controversy arising out of or relating to this Agreement or to your use of Kindred's products or services (collectively "**Disputes**") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. This means that you and ATNA both agree to waive the right to a trial by jury. Notwithstanding the foregoing, you may bring a claim against ATNA in "small claims" court, instead of by arbitration, but only if the claim is eligible under the rules of the small claims court and is brought in an individual, non-class, and non-representative basis, and only for so long as it remains in the small claims court and in an individual, non-class, and non-representative basis.

Class Action Waiver. You and ATNA agree that any proceedings to resolve Disputes will be conducted on an individual basis and not in a class, consolidated, or representative action. This

means that you and ATNA both agree to waive the right to participate as a plaintiff as a class member in any class action proceeding. Further, unless you and ATNA agree otherwise in writing, the arbitrator in any Dispute may not consolidate more than one person's claims and may not preside over any form of class action proceeding.

Arbitration Administration and Rules. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at <https://www.adr.org/> or by calling the AAA at 1-800-778-7879).

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Wyoming and will be selected by the parties from the AAA's roster of arbitrators with relevant experience. If the parties are unable to agree upon an arbitrator within seven days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with AAA Rules.

Arbitration Location and Procedure. Unless you and ATNA agree otherwise, the seat of the arbitration shall be in Cheyenne, Wyoming. If your claim does not exceed USD\$10,000, then the arbitration will be conducted solely based on documents you and ATNA submit to the arbitrator, unless you request a hearing and the arbitrator then determines that a hearing is necessary. If your claim exceeds USD\$10,000, your right to a hearing will be determined by AAA Rules. Subject to AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Hearings may be conducted by telephone or video conference, if requested and agreed to by the parties.

Arbitrator's Decision and Governing Law. The arbitrator shall apply Wyoming law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized by law. The arbitrator will render an award within the timeframe specified in the AAA Rules. Judgment on arbitration may be entered in any court having jurisdiction thereof. Any award of damages by an arbitrator must be consistent with the “Limitations of Liability” section above. The arbitrator may award declaratory or injunctive relief in favor of the claimant only to the extent necessary to provide relief warranted by the claimant's individual claim.

Fees. Each party's responsibility to pay the arbitration filing, administrative and arbitrator fees will depend on the circumstances of the arbitration and are set forth in the AAA Rules.

11. Text Messages, Notifications, and Telephone Calls

By agreeing to these Terms, you understand that by providing your wireless telephone number(s) now or in the future, you consent to being contacted at those numbers or addresses using prerecorded artificial voice messages and/or automatic telephone dial devices with non-marketing information about your Vehicle Build, such as service reminders and appointments. You

understand and agree that by providing your wireless telephone number you are consenting to receiving calls or texts at that number. You also consent to receiving emails to any email address(es) you provide. You further understand and agree that these communications may contain your non-public information. You explicitly confirm that this consent covers the use of these contact methods to call or send text messages to the wireless telephone number(s) and to send text or email messages to the email address(es) you provide, for which you may incur a charge. Separately, we may seek your prior express written consent for marketing text messages or telephone calls. For all communications, you can control permission for calls texts or push notifications by contacting info@arctictrucks.us

12. Force Majeure

The obligations of you and ATNA under these Terms (other than your payment obligations) will be suspended to the extent that such party is wholly or partially precluded from complying with its obligations under these Terms by force majeure. Force majeure includes, but is not restricted to, fire, storm, flood, earthquake, explosion, accident, act of the public enemy, war, rebellion, insurrection, sabotage, outbreak, epidemic, public health emergency, quarantine restriction, labor dispute, labor shortage, transportation embargo or failure, curtailment or delay in transportation, act of God, act (including laws, regulations, orders, advisories, disapprovals or failure to approve) of any government or public health agency or authority, whether national, statewide, municipal, or otherwise, or any other event or circumstance beyond such party's control.

13. Choice of Law

These Terms, its subject matter and its formation, and any related non-contractual disputes or claims, are governed by the laws of the State of Wyoming, without regard to choice or conflict of law principles, except as otherwise provided in Section 10.

14. Severability

If for any reason a court of competent jurisdiction finds any provision, or portion of these Terms, to be unenforceable, the remainder of these Terms shall continue in full force and effect and the unenforceable provision shall be deemed to be modified solely to the extent necessary to make it enforceable.

15. Modification

These Terms may not be modified, altered or amended unless expressly agreed to in writing signed by ATNA.

16. No Waivers

The failure by ATNA to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of ATNA.

17. Assignment

You may not assign your rights under these Terms without our express prior consent. ATNA may assign these Terms or your Preorder Fee in our discretion without your consent. Any assignment in violation of this Agreement will be null and void.

18. Entire Agreement

Your Preorder confirmation, these Terms, our Terms of Use, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms. It shall supersede all prior and contemporaneous representations, warranties, agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. In the event of any conflict between these Terms, our Terms of Use and our Privacy Policy, these Terms shall prevail.

19. Printed Agreement

A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.