

BUELL MOTORCYCLE CO. PRE-ORDER PROGRAM TERMS & CONDITIONS

Welcome to the Buell Motorcycle Co (“Buell”) U.S. 48-state Motorcycle Pre-Order Program (“Program”). These Terms and Conditions (“Terms”) describe the Program as well as the Pre-Order Process (“Pre-Order Process”). Please review these Terms carefully. Acceptance and use of the Program and Pre-Order process is your agreement to these Terms.

If you object to any of these Terms, your sole recourse is to stop using the Program.

1. PRE-ORDER — You will not be able to configure a Buell Motorcycle (the “Motorcycle”) through the Pre-Order Process (“Pre-Order”). By completing the Pre-Order Process, you are not ordering or purchasing a motorcycle. The Pre-Order Process allows you to Pre-Order a Production Slot and pay the Pre-Order fee (“Pre-Order”). Participation in the Program does not guarantee you delivery. You will be contacted by a Buell representative to discuss final transaction pricing and complete your purchase of the motorcycle. Your Pre-Order does not guarantee a set price for the motorcycle. Unless otherwise indicated, MSRP is the manufacturer suggested retail price and does not include destination/delivery fee plus government fees and taxes, any finance charges, any dealer processing charge, any electronic filing charge, and any emission testing charge. Optional equipment not included.

2. SHARING OF PRE-ORDER INFORMATION — You will not be required to select a delivery location at the time of Pre-Order. Your information including name, address and e-mail address will be shared with Buell Motorcycle Co. Your credit card information will not be shared. When you move to Step 2: Order Confirmation, your information will be shared with a local Approved Service Center for your delivery location.

3. PRE-ORDER PROCESS — In order to complete the Pre-Order Process, you will be required to submit certain information to Buell and pay a refundable \$50 Pre-Order fee.

4. VEHICLE SPECIFICATIONS AND CONFIGURATINON — You understand that due to global supply chain fluctuations that the motorcycle configuration you would prefer may change prior to execution of an order agreement.

5. NO PURCHASE REQUIREMENT — The Program does not require you to complete a motorcycle purchase. If you change your mind before you have entered into a sales order contract with Buell, you may cancel your Pre-Order.

7. RIGHT TO MODIFY, CANCEL PROGRAM — Buell reserves the right to change, update, improve, correct, modify, suspend, discontinue, or cancel all or part of the Program, including any of its features, functionalities, or manners of operation at any time without any notice or obligation to you. Your use of the Pre-Order Program after any changes are implemented will be considered acceptance of such changes.

8. PRE-ORDER ELIGIBILITY: AGE AND RESIDENCY; ENTITY PRE-ORDER — You must be at least 18 years of age, or the age of majority as determined by the laws of your state or territory of residency and a resident of the United States in order to accept these Terms and to participate in the Program. The Program is only open to individuals; companies, groups and organizations are not eligible to participate. Pre-Orders are limited to two (2) per person.

9. REGISTRATION; NO BROKERS — In order to participate in the Program, you will be required to provide certain information, such as your address and billing information. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept current. Buell shall have no responsibility or liability for inaccurate information or information that later becomes outdated and shall have no obligation to make efforts to determine the correct contact or shipping information. You represent and warrant that you are not a broker and that your registration and participation in the Program is for your own benefit on your own behalf. We may cancel your Pre-Order in the event we determine you have engaged in brokering.

10. PRE-ORDER CANCELLATION; TRANSFER; ASSIGNMENT — You may cancel your Pre-Order at any time. Please note that all cancellations are final. You may not transfer or assign your Pre-Order or any other rights under these Terms and Conditions.

11. FORCE MAJEURE — Your participation in the Program and/or your Pre-Order does not create liability for Buell or you for any failure to perform due to an event beyond our control, including, but not limited to, any Act of God, terrorism, war, political insurrection, insurrection, riot, civil unrest, act of civil or military authority, uprising, unavailability of materials, strike, earthquake, flood, pandemic or any other natural or man-made eventuality outside of our control.

12. ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY — We reserve the right, at our discretion, to change these Terms at any time. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, 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. This Agreement represents the entire

agreement governing your Pre-Order.

13. LIMITATION OF LIABILITY — UNDER NO CIRCUMSTANCES WHATSOEVER, SUBJECT ONLY TO THE LIMITS OF APPLICABLE LAW, SHALL BUELL BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST PROFITS, LOSS OF BUSINESS OR LOSS OF OPPORTUNITY, REGARDLESS OF THE BASIS OR CIRCUMSTANCES OF ANY CLAIM, DAMAGE, LOSS OR EXPENSE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY CLAIMS, DAMAGES, LOSSES OR EXPENSES.

IN THE EVENT THAT WE ARE HELD LIABLE FOR ANY CLAIMS, DAMAGES, COSTS OR EXPENSES UNDER, ARISING OUT OF, OR WITH RESPECT TO THESE TERMS OR YOUR PRE-ORDER, OUR LIABILITY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF YOUR PRE-ORDER FEE.

14. APPLICABLE LAW, VENUE, AND CLASS ACTION WAIVER — 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 Michigan. Buell and you agree that the United States District Court for the Western District of Michigan, has exclusive jurisdiction to settle any dispute, controversy or claim arising from or connected with these Terms. Buell and you consent to the jurisdiction of the Michigan courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis.

IN ADDITION, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER CLAIM FROM OTHER CURRENT OR FORMER USERS OF THE SITE OR OTHERWISE RELATED TO THE VEHICLES OR ANY OTHER PRE-ORDERS. NO CLAIM BROUGHT UNDER THIS AGREEMENT SHALL PROCEED AS A CLASS ACTION.

FURTHER, YOU HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. YOU AGREE THAT WE MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG US TO IRREVOCABLY WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN US RELATING TO THESE TERMS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

CONTACT US

If you have any questions, comments, or claims regarding the Program or Pre-Order Process you may contact us at info@buellmotorcycle.com