

<https://driveulv.com/payment-policy/>

# Vehicle Order Agreement

## Terms & Conditions

**Documentation.** Your New Vehicle Order Agreement (the "Agreement") is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Description describes the vehicle that you configured and ordered, including pricing (excluding taxes and official or government fees).
2. **Final Price Sheet:** The Final Price Sheet will be provided to you as your delivery date. It will include final pricing based on your final Vehicle Description and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Fee (the "Order Date").

**Agreement to Purchase.** You agree to purchase the vehicle (the "Vehicle") described in your Vehicle Description from ULV, LLC or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order and you can confirm availability with an ULV representative. Options, features or hardware released or changed after you place your order may not be included in or available for your Vehicle.

**Purchase Price, Taxes and Official Fees.** The non-refundable order deposit ("Order Deposit") and total purchase price of the Vehicle are indicated in your Vehicle Configuration. Any additional costs related to the Vehicle not listed in your Vehicle Configuration, including insurance, title and registration, extras, modifications, and maintenance, are not included in the purchase price. The entire purchase price for your Vehicle, less the Order Deposit previously paid to ULV, must be paid to ULV prior to shipment of your Vehicle. This purchase price does not include taxes and officials, or government fees, which could amount to up to 10% or more of the Vehicle purchase price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you reside, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If your Vehicle must be registered with the government and ULV is registering your Vehicle, this will be due when you pay the purchase price. If you are registering your Vehicle in a self-registration state, the sales tax and state-applicable registration fees may be due at time of registration. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer. If you pay any amount to ULV via credit card, you agree to pay a credit card processing fee of 2.9% of the amount paid.

**Order Process; Cancellation; Changes.** After you submit your completed order, we will begin the process of preparing and coordinating your Vehicle delivery. At this point, you agree that any paid Order Deposit has been earned. If you cancel your order or breach this Agreement and we cancel your order, you agree that we may retain as liquidated damages the Order Deposit, to the extent not otherwise prohibited by law. You acknowledge that the Order Deposit is a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Vehicle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Description that will form part of this Agreement. The Order Deposit and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

**Delivery; Transfer of Title.** If you are picking up your Vehicle in a state where we are licensed to sell the Vehicle, we will notify you of when we expect your Vehicle to be ready for delivery to you, or other location as we may agree to. You agree to schedule and take delivery of your Vehicle within three (3) days of this date. If you do not respond to our notification or are unable to take delivery within the specified period, your Vehicle may be made available for sale to

other customers. If you do not take delivery within fourteen (14) days of our first attempt to notify you, ULV may cancel your order and keep your Order Deposit.

If you wish to pick up your Vehicle in a state where we are not licensed to sell the Vehicle, or if you and ULV otherwise agree, ULV will, on your behalf and at your cost, coordinate the shipment of your Vehicle to you, generally from our factory in Minnesota or another state where we are licensed to sell the Vehicle. In such a case, you agree that this is a shipment contract under which ULV will coordinate the shipping of the Vehicle to you via a third-party common carrier or other mode of transport. You agree that delivery of the Vehicle, including the transfer of title and risk of loss to you, will occur at the time your Vehicle is loaded onto the transport (i.e., FOB shipping point). During such transit, your Vehicle will be insured at no cost to you, and you will be the beneficiary of any claims for damage to the Vehicle or losses occurring while the Vehicle is in transit. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled. Any claims for damage to the Vehicle incurred during shipment must be submitted within 48 hours of delivery to you, with photographic proof of any damages, to the following email: [claims@driveulv.com](mailto:claims@driveulv.com).

If you choose to pick up your Vehicle in a state in which we are not licensed to sell the Vehicles, the Vehicle may be delivered or shipped to you from a state in which ULV likewise does not have a license to sell the Vehicles. In such a case, you agree that the sale is transacted, and legal title to the Vehicle transfers to you, in the State of Minnesota, at the later of the time that (i) you make your final payment to ULV in Minnesota or (ii) ULV approves your purchase from a sales or delivery location in Minnesota (if applicable).

The estimated delivery date of your Vehicle, if provided, is only an estimate as we do not guarantee when your Vehicle will actually be delivered. Your actual delivery date is dependent on many factors, including your Vehicle's configuration and manufacturing availability.

**Incentives.** ULV makes no promises, warranties or guarantees regarding fund availability or your eligibility for any incentives, rebates and tax credits (the "Incentives") related to the Vehicle. If ULV has credited your purchase price for the amount of an Incentive, but you do not qualify for the Incentive, you shall reimburse ULV for the amount of the credit.

**Agreement to Arbitrate.** Please carefully read this provision, which applies to any dispute between you and ULV, LLC and its affiliates (together "ULV").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to [resolutions@driveulv.com](mailto:resolutions@driveulv.com).

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and ULV 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. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to [www.adr.org](http://www.adr.org).

The arbitrator may only resolve disputes between you and ULV, 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 ULV vehicles. In other words, you and ULV may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. 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.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: ULV, LLC: 322 Buchanan Road, Ottertail, Minnesota 56571, stating your name, Vehicle **[serial number]**, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

**Warranty.** You will receive access to the ULV New Vehicle Limited Warranty at or prior to the time of Vehicle delivery or pickup. The warranty version applicable to your Vehicle is that which was in effect when the Vehicle was first

delivered or picked up from ULV directly. You may also obtain a written copy of your warranty from us upon request and view the current version at our website.

**Limitation of Liability.** We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Deposit.

**No Resellers; Discontinuation; Cancellation.** ULV and its affiliates sell vehicles directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith, and we'll keep your Order Deposit. This includes orders for which a third-party is facilitating or brokering the sale, or if the vehicles are to be exported to somewhere other than where you tell us you will be registering the Vehicle. We may also cancel your order and refund your Order Deposit if we discontinue a product, feature or option after the time you place your order. We work to fulfill your order as quickly as we can. If you become unresponsive to us or fail to complete a requested action to progress towards delivery of your Vehicle, we may cancel your order and keep your Order Deposit. Alternatively, ULV may give you the option to reconfigure your Vehicle at the current pricing.

**Default and Remedies.** You will be in default of this Agreement if you provide false or misleading information in your order, or do anything else the law says is a default. If you are in default, we may, after any legally required notice or waiting period: (i) do anything to protect our interest in the Vehicle, including repossessing the Vehicle using legally permitted means, (ii) sue you for damages or to get the Vehicle back, and/or (iii) charge you for amounts we spend taking these actions.

**Governing Law; Integration; Assignment.** Except as provided below, the terms of this Agreement are governed by, and to be interpreted according to, the laws of the State of Minnesota. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.