MOONBIKES RESERVATION AGREEMENT

You’re on your way to becoming a MoonBikes Early Adopter! A big thank you for that!

This Reservation Agreement regulates the reservation of a place on the waiting list for the possibility of a future conclusion of a purchase contract with MoonBikes Motors.

Please read all these terms carefully before submitting your reservation. By submitting your reservation, you agree to these terms and conditions.

This MoonBikes Reservation Agreement (the “Agreement”) is between you, the individual or entity who reserved the MoonBikes (“you”, “Customer”), and MOONBIKES MOTORS, INC., a Delaware Corporation and US Subsidiary and Distributor of MOOBIKES MOTORS SAS, located at 270, route des Plans – Saint-Nicolas de Véroce, Saint-Gervais-les-Bains (France), (“we”, “MoonBikes Motors”). If you have any questions on this Agreement, you can contact us by e-mail at reservation@moonbikes.com.

1. DEFINITIONS.

1.1. “Deposit” means the amount that you provided to reserve your MoonBikes Product(S) and as indicated in the Reservation Form.

1.2. “MoonBike” means the snowbike(s) reserved through the Reservation Form.

1.3. “Reservation Form” means the document which describes the MoonBikes being reserved, the quantity of MoonBikes being reserved and the Deposit amount to be paid by you, and which contains your identifying information. The Reservation Form is deemed part of this Agreement and incorporated by reference.

1.4. “Reservation” means reservation of a place on the waiting list for the possibility of acquiring a MoonBike made by payment of the Deposit. The acquisition of the MoonBike will be the subject of a Purchase Agreement.

1.5. “Purchase Agreement” means the contract specifying the terms and conditions of sale of MoonBikes.

2. RESERVATION.

By entering into this Agreement, you hereby confirm that you wish to reserve the MoonBike indicated in the Reservation Form. You enter this Agreement when (1) you submit the Reservation Form and (2) we receive your Deposit (the “Effective Date”). You agree that this payment constitutes acceptance of this Agreement, and you agree to review and read this Agreement prior to accepting the Agreement. You agree that the Agreement is available for download at any time on our website.
3. NON-BINDING RESERVATION PAYMENT.

3.1. The Deposit is fully refundable by MoonBikes Motors to you at any time prior to entering into a Purchase Agreement (for example, if you choose to cancel or abandon your reservation, or if we decline to maintain your reservation).

3.2. In order to request the refund of your Deposit, please communicate with us by e-mail at reservation@moonbikes.com. Upon reception of your request, we will process the reimbursement to your credit card without undue delays. You will be refunded the amount of deposit. Interests cannot be claimed. Please allow for reasonable processing time of up to two (2) weeks upon reception of your request. Please be aware that if you cancel your reservation, you will irrevocably lose your place on the waiting list and you will receive your reservation fee credited in full.

3.3. The payment of the Deposit allows you to benefit from a place in the waiting list for the possibility of concluding a purchase contract for a MoonBike.

3.4. The payment of the Deposit does not lock down the pricing for the MoonBike, a production slot, or an estimated delivery date.

3.5. You are under no obligation to purchase a MoonBike from us, and we are under no obligation to supply you with a MoonBike or any other vehicle, subject to the reimbursement of the Deposit.

3.6. You agree and understand that we do not represent or warrant that the MoonBikes will be completed or delivered. The MoonBike is under development or manufacturing and additional regulatory concerns may result in delayed commercialization in some regions. We cannot be held responsible for these delays or inability to deliver, and we will reimburse the Deposit if we cannot present you with a Purchase Agreement within 360 days from this Reservation Agreement and the date of your reservation. By agreeing to these terms, you also represent and warrant us that you understand that MoonBikes configuration is subject to change prior to entering into a definitive sales agreement. All photographs and videos as well as product specifications, design and colors, available on our website or in our marketing documents are at this stage not contractual and subject to change.

4. PURCHASE AGREEMENT.

This Agreement does not constitute an agreement for the sale of a MoonBike, and you understand that you will be required to enter into a legally binding Purchase Agreement prior to purchasing a MoonBike. You agree and understand that this Agreement does not evidence any warranties, representations, or covenants with regards to the MoonBike, and that such covenants are to be found and documented in the Purchase Agreement.

5. PRICING AND CONFIGURATION.

As soon as MoonBikes Motors has determined a binding start of production, you will receive a message to the e-mail address stored with the Reservation. With this e-mail, MoonBikes Motors will make you an offer to buy a MoonBike. You then have the option of bindingly accept this offer within the stipulated deadline and placing a legally binding order.
The price of your MoonBike will be confirmed once you have configured your MoonBike and you receive the Purchase Agreement. Any price provided to you in advance of the Purchase Agreement is only being offered to you as an estimate and is subject to change. The Deposit will be applied towards the final purchase price upon signature of the Purchase Agreement. Any price listed in the configurator will not include taxes and government fees such as, but not limited to custom fees, sales taxes, VAT, etc. Because these taxes and fees are constantly changing and will depend on many factors, they will be calculated closer to the time of delivery and indicated on your Purchase Agreement. You are responsible for paying these additional taxes and fees. Delivery fees will be calculated closer to the delivery date and must be paid prior to taking ownership of your MoonBike.

6. DELIVERY.

6.1 You agree and understand that the methods of delivery of the MoonBike will be clarified and set forth in the Purchase Agreement. This Agreement only allows you to reserve a place on the waiting list for the possibility of concluding a purchase contract for a MoonBike. Your position in the waiting list is determined by the date of payment of your reservation fee, our manufacturing schedule and the execution of the final sales contract. There is no guarantee of the delivery date due to your reservation.

6.2 If you are picking up your MoonBike in a region where we are licensed to sell or have a dealership partner in that region, we will notify you when we expect your MoonBike to be ready for delivery at our dealership partner closest to you, or other location as we may agree to. You agree to schedule and take delivery of your MoonBike within one week of this date. If you are unable to take delivery within the specified period, your MoonBike may be made available for sale to other customers.

6.3 If you wish to pick up your MoonBike in a region where we are not licensed to sell or do not have a dealership partner, or if you and MoonBikes Motors otherwise agree, we will, on your behalf, coordinate the shipment of your MoonBike to you from our factory (from France). In such a case, you agree that this is a shipment contract under which MoonBikes Motors will coordinate the shipping of the MoonBike to you via a third-party common carrier. You agree that delivery of the MoonBike, including the transfer of title and risk of loss to you, will occur at the time your MoonBike is loaded onto the common carrier’s transport (i.e., FOB shipping point). The carrier will insure your MoonBike while in transit and you will be the beneficiary of any claims for damage to the MoonBike or losses occurring while the MoonBike is in the possession of a common carrier.

6.4 You understand that MoonBikes Motors may not have completed the development of MoonBikes or begun manufacturing MoonBikes at the time you entered into this Agreement and so we do not guarantee when your MoonBike will actually be delivered. Your actual delivery date is dependent on many factors, including your MoonBike’s configuration and manufacturing availability.

6.5 Non-binding Shipping information
Please find below estimation of shipping costs and delivery conditions.
The applicable methods of delivering our product will be specified and set forth in the Purchase Agreement.

European Union
Orders will be shipped from our factory in France.
All our products will in countries belonging to the EU be delivered DDP, Delivered Duty Paid, accordingly to Incoterms 2020 to the address of the buyer.
Depending on your delivery address the cost of your shipping to France (Alpes region) is estimated from EUR 300. Precise cost of your shipping according to your shipping location will be specified at purchase agreement.

Orders within the European Union are shipped using ground shipping. Currency for payments is EUROS.

USA & Canada
Orders will be shipped from our factory in France.
Orders will be shipped DAP, Delivered At Place, accordingly to Incoterms 2020. This means that we do not collect VAT, duties and/or taxes on orders and we cannot predict what your particular charges may be.
The minimum cost of shipping from our factory in France to USA (Port of Houston) is estimated at USD 600. Depending on your delivery point precise cost of your shipping will be specified at purchase agreement.
Additional fees may be added depending on the country/state. Currency for payments is US-dollars.
If you do get such additional charges they must be paid in order for your package to clear customs.
Please contact your local customs office for more information.

Rest of the world
The methods of delivering our product will be specified and set forth in the Purchase Agreement.

7. MODIFICATIONS TO THE AGREEMENT.

We can modify this Agreement at any time, however, such modifications shall not affect the Agreement which has already been accepted by you. Please refer to the version of the Agreement in force at the time of your reservation.

8. GOVERNING LAWS.

The Terms and Conditions of this Agreement are governed by, and to be interpreted according to, the laws of France. Prior agreements, oral statements, negotiations, communications or representations about the MoonBikes sold under this Agreement are superseded by this Agreement. Terms relating to your Reservation not expressly contained herein are not binding.
This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise.

9. PERSONAL INFORMATION.

You agree and understand that we will collect, use and disclose your personal information in accordance with our Privacy Policy.

10. SEVERABILITY.

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

11. NOTICES.
Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered by email, or 48 hours after being deposited in the mail with postage prepaid, addressed or email to the Party to be notified at such Party's address as set forth in this Agreement or in the Reservation Form or as subsequently modified by written notice.

12. ASSIGNMENT.

This Agreement, and the rights and obligations of the Customer are personal to Customer and shall not be assigned without the prior written consent of MoonBikes Motors. MoonBikes Motors may freely assign this Agreement to any of its immediate affiliates.

13. ENTIRE AGREEMENT.

This Agreement sets forth the entire agreement and understanding of the Parties hereto relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

14. LIMITATION OF LIABILITY.

MoonBikes Motors's liability hereunder shall be strictly limited to the refund of Customer's deposit as provided herein.