

# Lucid Order

## Terms and Conditions

**1. Agreement to Purchase; Price.** You are agreeing to these terms and conditions of sale ("Terms") to purchase a Lucid Air from Lucid Group USA, Inc. ("Lucid," "we" or "us") in the United States. You confirm that you are at least eighteen years of age, have a valid registration address in the United States, and if entering into this agreement on behalf of a corporate entity, are authorized to enter into the agreement on its behalf.

The configuration summary (the "Configuration Summary"), and these Terms comprise the Order agreement between us (collectively, this "Agreement"). This Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

You agree to purchase your vehicle ("Vehicle") from Lucid at the price set forth in your Configuration Summary. Your Configuration Summary will not include vehicle options selected at a later date or taxes and applicable governmental fees. Because these taxes and fees change frequently and depend on many factors, including the state in which the Vehicle will be registered, they are calculated at the time of delivery of the Vehicle and will be listed on your Final Price Sheet. You may contact Lucid for an estimate of the taxes and fees. You are responsible for all applicable state registration fees and sales taxes and Lucid will prepare the appropriate registration forms for your signature and then submit on your behalf. You agree to return your signed registration paperwork within seven days. You will be liable for any additional fees or penalties incurred due to a late registration and you may be required to register the vehicle yourself if you fail to return the paperwork within seven days. If you owe any outstanding fees or penalties to that must be satisfied before your Vehicle can be registered, you agree to pay us for those fees.

**2. Direct Sales.** Lucid sells directly to our customers and does not sell to dealers or other resellers. We reserve the right to refuse sales tax exemptions if they are based your status as a reseller, lessor, or wholesaler. If we believe, in our sole discretion, that you intend to circumvent our direct-to-consumer sales model, we may cancel your order. You represent and warrant that you are purchasing the vehicle for your own use and do not intend to resale the vehicle within the first three months of ownership.

**3. Payment Terms.** Payment of the total purchase price, including taxes and governmental fees, as indicated on the Final Price Sheet, is due at or prior to the time of delivery. Please advise your delivery specialist if you will be funding your purchase via a loan or lease in order to coordinate payment and the execution of any additional paperwork that may be required by the lender or lessor. If you present a check for any portion or all of the purchase price, Lucid may use the banking information on your check to make a one-time electronic fund transfer from your bank account. If you request that we register the Vehicle to another person or company, you will have assigned your interest in this Agreement to that person or company. You will remain responsible for payment of the purchase price and ensuring that the individual or company complete the required registration paperwork.

**4. Order Process; Cancellation.** Once you confirm your Order, your reservation payment will become the Order Deposit, unless you tell us otherwise and provide a separate form of payment for the Order Deposit. The full amount of the Order Deposit or \$1,000, whichever is less, will be non-refundable. If you cancel your order or breach this Agreement, Lucid will retain your Order Deposit as liquidated damages to the extent permitted by law. You acknowledge that the harm caused by your cancellation or breach would be impossible or very difficult to accurately estimate and that the Order Deposit is a reasonable estimate of the anticipated or actual harm Lucid may incur. You will be able to add or change vehicle options up until the Order is submitted to the factory. Once your Order is submitted to the factory, your vehicle configuration is locked and we will be unable to make changes to your Order. In the unlikely event we can honor a requested change, including changing where the Vehicle is delivered, your Order Configuration will be revised to reflect the changes and any price increases since the time of your original Configuration Summary. The revised Configuration Summary will become a part of this Agreement. You may also be charged an Order Modification Fee.

The Order Deposit will be applied to the Purchase Price on the Final Price Sheet or towards the payment due at lease signing. The Order Deposit and this Agreement are not made or entered into in anticipation of or pending any conditional sales contract. If an estimated delivery date for your Vehicle is provided, Lucid is unable to guarantee the actual delivery date.

**5. Design Changes; Software Updates.** The design of the Lucid Air may change at any time without notice and without obligation to make the same or similar changes to vehicles previously purchased or shipped. Lucid will provide over-the-air software updates for your Vehicle during the term of your Warranty, which may add new features or functionality. After the Warranty expires, future software updates may not be available depending upon the age, model, configuration, or capacity of your Vehicle. You will be responsible for all costs to upgrade any parts or hardware, including labor costs, to receive such future software updates after the Warranty expires. Lucid will not be liable for any issues that arise if software is installed without required upgrades or if the hardware is damaged or obsolete, unless covered by the Warranty.

**6. Delivery.** The date of your order will be used as an approximate priority for determining when your Vehicle will be manufactured and delivered. We will aim to serve customers based upon their order dates, but we reserve the right to re-sequence orders based upon various factors, including but not limited to manufacturing availability, parts availability, your Vehicle's configuration, or delivery location. Delivery and shipping dates are estimates only. Lucid is not liable for any delays in shipments.

*In-State:* If you take delivery in a state in which Lucid conducts on-premises sales, then your vehicle will be delivered at an agreed upon location in that state (the "Delivery Point"). Depending upon your choice of delivery location or type of delivery, additional fees may apply. You agree to take delivery of your Vehicle within seven

(7) calendar days of Lucid's notice to you that your Vehicle has been delivered to the Delivery Point ("Delivery Window"). If for any reason you fail to accept delivery of your Vehicle during the Delivery Window or if Lucid is unable to deliver the Vehicle at a Delivery Point because you have not provided any required instructions, payments, documents or authorizations: (i) the Vehicle shall be deemed to have been delivered; (ii) Lucid, at its option, may store the Vehicle until you pick it up, whereupon you shall be liable for all related costs and expenses (including, without limitation, storage and insurance); and/or (iii) Lucid, at its option, may make your Vehicle available for sale to other customers. Lucid has no liability for your failure to collect the Vehicle during the Delivery Window but may, in its sole discretion, permit you to order a replacement vehicle or provide you with a full refund of the amount paid to Lucid, less any costs, expenses any other charges incurred by Lucid or its partners.

*Out-of-State:* If you elect to pick-up your Vehicle in a state in which Lucid does not conduct on-premises sales, you agree that the sale will be conducted by a Lucid dealership in Arizona. Unless you and Lucid agree otherwise, title will transfer to you in Arizona when you make final payment to Lucid or when Lucid approves your purchase, whichever is later, regardless of where the Vehicle is located. You agree that your vehicle will be deemed to be delivered to you in Arizona. Lucid will arrange shipment of the Vehicle to an agreed-upon location on your behalf, FCA (free carrier) Incoterms 2020© on a third-party common carrier or other mode of transport. Depending upon your choice of delivery location or type of delivery, additional fees may apply. Transfer of risk of loss shall occur when your Vehicle is loaded onto the carrier or transport. You agree this is a transportation and shipping (non-waterway) contract. Your Vehicle will be fully insured during transit. Lucid will retain a security interest in the Vehicle and all proceeds until your obligations under these Terms and Conditions have been satisfied.

You authorize a Lucid representative or agent to clean your Vehicle, remove any shipping material used in transport and make any adjustments or repairs that may be necessary after shipping as well as perform any open service bulletins or recalls. This initial service is provided at no charge to you.

**7. Execution of Other Documents.** You agree, before the time of delivery, to execute all forms of agreements or documents as may be required to complete the transaction. You also agree to complete any additional paperwork necessary after delivery to complete your transaction or to correct any errors.

**8. Limited Warranty.** You will receive a copy of the Lucid New Vehicle Limited Warranty ("Warranty") with your Vehicle or in your customer portal. You can also find the warranty on our website [www.lucidmotors.com/legal](http://www.lucidmotors.com/legal) or you can request a written copy by writing to Lucid USA, Inc., 7373 Gateway Boulevard, Newark, California 94560, Attn: Legal Dept.

*If purchased in Massachusetts:* ATTENTION PURCHASER: All vehicles are WARRANTED as a matter of state law. They must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time. If you have significant problems with this vehicle or if it will not pass a Massachusetts inspection, you should notify the dealer immediately. The dealer may be required to fix the car or refund your money. THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY THE DEALER.

**9. Charging.** If you are eligible for a promotional period of unlimited charging on Electrify America's charging network, the Lucid Charging Terms and Conditions, which includes a Personal Use Policy, will be incorporated into the terms of this Agreement. As set forth in the Charging Terms and Conditions, you may incur idle fees if you fail to promptly disconnect your car after a charging session. The Charging Terms and Conditions can be found at [www.lucidmotors.com/legal#charging](http://www.lucidmotors.com/legal#charging).

**10. Privacy Policy.** Lucid's Privacy Policy is incorporated into this Agreement and can be found at <http://www.lucidmotors.com/legal#privacy-policy>.

**11. Default.** If you fail to perform your obligations under this agreement, provide Lucid with incorrect or intentionally misleading information, or provide incorrect payment data, you will be in default. In that event, Lucid may take any legally permitted action to protect its interest in the vehicle, including repossession, and you will be responsible for all costs incurred in taking such actions.

**12. Disputes, Arbitration, Waiver of Jury Demand.** If either you or we have a dispute, the party raising the dispute will send a written notice of the dispute to the other, along with the requested resolution. You can send your request to us at [disputes@lucidmotors.com](mailto:disputes@lucidmotors.com). If a dispute is not resolved within 60 days, you and we agree that any dispute or claim between you and us or relating in any way to this Agreement will be resolved by binding arbitration, rather than in court, except that either you or we may assert claims in small claims court if the claims qualify. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow this Agreement just as a court would. Claims arising out of or relating to the validity, application, scope, enforceability, or interpretation of this provision (the "Arbitration Agreement") shall also be decided by an arbitrator and will be governed by the Federal Arbitration Act, 9 U.S.C § 1 et seq. ("FAA").

Unless otherwise agreed, the arbitration will be conducted by the American Arbitration Association ("AAA"). The arbitration must be conducted in accordance with AAA's Consumer Arbitration Rules, which are available at [www.adr.org](http://www.adr.org). The arbitration process shall include the appointment of a neutral arbitrator. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration. AAA provides a form Demand for Arbitration – Consumer Arbitration Rules at [www.adr.org](http://www.adr.org). We will reimburse you for the cost of the arbitration unless the arbitrator determines your claims are frivolous. You may choose to have the arbitration conducted by telephone or video, based on written submissions, or in person in the county where you live or at another mutually agreed location.

WE EACH AGREE THAT YOU AND WE MAY BRING DISPUTES AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. The arbitrator cannot combine more than one person's claim into a single case, and cannot preside over any class, collective, consolidated, or representative arbitration proceeding (unless we both agree to change this in writing). We also both agree that you or we may bring suit in court to: 1) enjoin infringement or other misuse of intellectual property rights; 2) file bankruptcy; 3) enforce a security interest in the Vehicle by repossession; 4) take legal action in court to enforce the arbitrator's decision; or 5) request that a court review whether the arbitrator exceeded the authority granted by this Arbitration Agreement.

You and we agree that discovery set forth in the AAA rules should be adequate for most claims, but to the extent you and we cannot agree on the scope of discovery, you and we agree that discovery shall never exceed the scope contemplated by the Federal Rules of Civil Procedure and must be cost-effective and proportionate to the amount in dispute. Discovery that can be responded to within twenty hours of work shall be performed at the cost of the responding party. Any further discovery shall be at the pre-paid expense of the requesting party.

You also agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. Any portion of this Arbitration Agreement that is unenforceable shall be severed, and the remaining portions shall be enforced. But if the waiver of class action rights is deemed unenforceable in connection with a claim involving class allegations, the entire Arbitration Agreement shall be unenforceable.

If multiple claims or remedies are asserted in one action and one or more of those claims or remedies would not be subject to arbitration, you and we agree that the claims or remedies that would not be subject to arbitration must be stayed until all claims or remedies that are subject to arbitration have been resolved. You and we also agree that if claims or remedies are asserted against multiple parties, some of whom are not required to arbitrate, the claims or remedies subject to arbitration must be severed.

**Opt-Out:** You may opt-out of the Arbitration Agreement, within 60 days from the date you place your Order, by sending an email to [Optout@LucidMotors.com](mailto:Optout@LucidMotors.com) from the email associated with your order with "Arbitration Opt-Out" in the subject line and indicating your request to opt-out of the arbitration provision in the body of the email.

**13. Limitation of Liability.** IN NO EVENT SHALL LUCID BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LUCID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL LUCID'S 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 PAID BY YOU TO LUCID FOR THE VEHICLE SOLD TO YOU.

The limitation of liability set forth above shall not apply to (i) liability resulting from Lucid's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Lucid's acts.

**14. Amendment, Compliance with Law.** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party. You agree to comply with all applicable laws, regulations, and ordinances. You shall maintain in effect all the licenses, permissions, authorizations, insurance,

consents and permits that you need to carry out your obligations under this Agreement.

**15. Waiver.** No waiver by Lucid of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by an authorized representative of Lucid. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**16. Right to Cancel. Refunds.** Either Lucid or you may cancel your Order if we discontinue a product, feature or option after you have placed your Order. In that event, you will receive a refund of your Order Deposit. Any refunds will be made to the original method of payment or by check, at Lucid's sole discretion.

**17. Governing Law.** All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State where title to the Vehicle transferred to you, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction. *For Michigan Residents:* The terms of this Agreement are governed by, and are to be interpreted according to, Michigan law.

**18. Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**19. Electronic Signatures.** We each agree that electronic signatures are intended to authenticate this Agreement or any other required documents and have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process executed and adopted each of us with the intent to sign such document.