

TERMS & CONDITIONS

Congratulations on placing a reservation for the Fisker EV! By making your reservation, you understand and agree to the following:

1. This Reservation Agreement is not an agreement to purchase nor for the flexible lease of a Fisker EV vehicle, nor does it constitute a purchase or order of a Fisker EV vehicle.
2. The \$250 payment made under this Reservation Agreement (the “Reservation Payment”) secures an approximate reservation position to place a flexible lease or purchase of a Fisker EV vehicle.
3. This reservation becomes effective under this Reservation Agreement once Fisker Inc. receives the full \$250 deposit and you accept the terms and conditions of this Agreement that states you have read and accepted these terms.
4. When the start of production for your reservation nears, you will be notified about the availability of different vehicle configurations and different prices, and at that time you will then need to choose your preferred configuration. Depending on the availability and your choice, Fisker Inc. will then create either a purchase agreement or a flexible lease Agreement for your vehicle, indicating the full purchase price or the initial subscription price of the vehicle, monthly subscription fee, plus estimates of applicable taxes,* and provide the purchase or flexible lease Agreement for your review.
5. In the event of a flexible lease, the initial down payment will include an initiation fee, activation fee and any offsets received from the federal EV tax credit, as available and applicable.
6. This Reservation may be cancelled by sending notice to Fisker Inc. through the Fisker app at any time prior to entering into the purchase or flexible lease agreement.
7. This Reservation Payment is refundable subject to a ten percent (10%) processing fee in the event you cancel your reservation at any time prior to entering into the purchase or flexible lease Agreement. All refunds will be made within 60 days of receipt of written notice of cancellation, provided the correct payment details are provided to Fisker Inc.
8. If you proceed with the order, Fisker Inc. will apply this Reservation Payment towards the purchase or flexible lease order payment.
9. Fisker Inc. will not pay any interest on the Reservation Payment, regardless of whether the Reservation Payment is applied to the purchase or flexible lease of a Fisker EV vehicle, or if the Reservation Payment is returned to you.
10. Reservations are limited to one reservation per user.
11. This reservation is not transferable or assignable to another party.

* Country specific final pricing, exchange rates and taxes may vary. Fisker reserves the right to change pricing.

12. In the event your reservation is cancelled by Fisker Inc., you will receive a refund within 60 days of the cancellation. Said refund is subject to a ten percent (10%) processing fee.

13. Fisker Inc. may ask you to provide further information it deems necessary to secure your reservation, which you agree to supply in a reasonably timely manner. Fisker Inc. will maintain your personal information in accordance with its [Privacy Policy](#).

14. Through this Reservation Agreement, Fisker Inc. makes no representations on the development or definitive delivery dates for the Fisker EV. Production and delivery dates may vary from region to region at the sole discretion of Fisker Inc.

15. Through this Reservation Agreement, Fisker Inc. makes no representations on the final design, vehicle specifications or price of the Fisker EV. Final design, vehicle specifications and price may change between the time you enter into your Reservation Agreement and the time you enter into your purchase or flexible lease agreement.

16. Fisker Inc. is not responsible for any representations made by third parties regarding the production, delivery date, price, options, or any other information about the vehicle.

17. This Reservation Agreement is governed by the laws of the State of California, U.S.A., without regard to its conflict of laws provisions. The state courts of California and federal courts sitting in the Central District of California have exclusive jurisdiction to determine any dispute arising under or relating to this Reservation Agreement.

18. These Terms & Conditions may change.