#### **Buell Super Cruiser Frequently Asked Questions**

## What does my \$1,000 get me?

The \$1,000 deposit is the start of your sales order for your Buell Super Cruiser. This will lock in the special introductory price of \$23,900 (\$22,900 due after deposit, plus any applicable taxes and delivery), which will go up to \$25,900 after Nov 12. Following the \$1,000 deposit, you will receive a sales order confirmation number.

## What happens if I don't submit \$1,000, but I want to keep my place in line?

If you have placed a \$50 pre-order, you have until November 12th to place your \$1,000 deposit to lock in the special introductory price of \$23,900 (\$22,900 due after deposit, plus any applicable taxes and delivery). After November 12th, you will no longer hold your pre-production slot, and orders will be open to the public at an MSRP of \$25,900.

#### What is the MSRP?

\$25,900. Individuals that have placed pre-orders will have until November 12, 2024, to place a \$1,000 deposit to secure their build and lock in the special introductory price of \$23,900 (\$22,900 due after deposit, plus any applicable taxes and delivery).

#### Is my \$1,000 refundable?

It is partially refundable. \$200 of the Deposit is non-refundable as it starts your Purchase Order process & begins many steps towards the purchase of your Super Cruiser. \$800 is refundable.

#### What options are available?

The Base Model Buell Super Cruiser will come stock with standard fairing, Dual Disc front braking system, Saddlemen® seat, 50-state approved stock exhaust. Additional options and/or aftermarket components are expected to be available. Buell is working with aftermarket suppliers to fulfill these demands.

## When will I get my bike?

The Buell Super Cruiser is expected to go in production in Fall 2025. Delivery times may vary based on configuration selected, residency and supply chain fluctuations.

## Do you have financing?

Yes we do! We have partnered with FreedomRoad Financial, a division of Evergreen Bank Group. Customers are able to use their own financial institutions as well.

#### Where do I get my bike serviced?

While we have nearly 50 service centers set up across the US today, we're diligently working on getting additional locations set up and we expect to have a service center in all primary markets by the time the Super Cruiser is in production. Our current service center partners can be found here: www.buellmotorcycle.com/service

#### What aftermarket accessories will be available?

We are working with top-tier aftermarket suppliers to have options available to customers upon production starting. More info to come.

## How will I get my bike?

You will be contacted as your production slot nears to confirm your delivery method and location.

#### Who do I contact with questions?

Please email info@buellmotorcycle.com or call us at (616) 888-8277

#### How do I find an Approved Buell Service Center

Our current service center partners can be found here: www.buellmotorcycle.com/service

#### I just submitted my deposit. What are the next steps?

You will be contacted as your production slot nears for additional steps including but not limited to final configuration, updates on production timing, confirmation of delivery location, calculation of total invoice cost, final payment, and delivery date. Delivery times may vary based on configuration selected, residency and supply chain fluctuations.

## What are the shipping and delivery options?

You will be contacted as your production slot nears to confirm your delivery method and location.

## What is the Warranty?

12-Months, Unlimited Miles. Extended 1-year and 2-year warranty options will be available.

## Do you ship outside of the US? / Where do you ship outside the US?

Buell is setting up outside distributors for Canada, Mexico, UK, and working diligently on other export markets. The Buell Super Cruiser will be first introduced to the US market with the hopes to be sold globally the following years.

## How can I track my order?

You will be contacted as your production slot nears for additional steps including but not limited to final configuration, updates on production timing, confirmation of delivery location, calculation of total invoice cost, final payment, and delivery date. Delivery times may vary based on configuration selected, residency and supply chain fluctuations.

#### **Online Deposit Frequently Asked Questions**

#### Why a deposit and why now?

It's almost time.. production planning, production staffing, & supply chain volumes are being finalized! Buell greatly appreciates the Customers who purchased a pre-order, this gave Buell an indication of the interest from the core riders for purchasing the new Super Cruisers. Buell has now reached the point in development where production planning, production staffing, & supply chain volumes are being finalized, so Customers need to confirm their intent to purchase with a Deposit & Sales Order.

#### What does my Deposit get me?

A \$1,000 Deposit secures your build slot for a new Buell Super Cruiser motorcycle. This is a partially refundable Deposit. It is the start of an actual order and delivery timing will depend on, federal certifications, volumes, and supply chain fluctuations.

## Is the \$1,000 Deposit payment refundable?

Partially, \$200 of the Deposit is non-refundable as it starts your Sales Order process & begins many steps towards Purchasing your Super Cruiser. \$800 is refundable until you complete your Purchase.

You may cancel your Deposit at any time before finalizing payment and delivery of your order for your motorcycle, and you will receive a \$800 refund from your deposit. Please note that all cancellations are final. You may not transfer or assign your Deposit any other rights under these Terms and Conditions.

## Can I make changes to my Order?

You will be able to make changes to your order up to 4 weeks before delivery. Your deposit will confirm your vehicle selection and start your delivery configuration. Upon order confirmation, you will receive information regarding how to make changes to your order.

## How will I take delivery of my Motorcycle?

You will be contacted as your production slot nears to confirm your delivery method and location.

#### What is the Buell Delivery & Service Center Program?

The essence of the new Buell is local delivery and Service from an Approved Service Center. Buell will provide your Approved Service Center with unique training, overnight parts delivery, and responsive communication with our factory tech team after you drop off your vehicle for any service.

#### Give me an example of how my local Approved Service Center options will work?

Let us provide a real-world example. If you live in Birmingham, Alabama we will identify a local Approved Service Center very near Birmingham to provide you Buell Approved Service. However, if you live in Browning, Montana you might need to travel a little further to Great Falls Montana or Billings Montana for your local Approved Service Center.

#### Will you share my Order information with my Certified Service Center?

Your order information may be shared with the Approved Service Center during this Deposit and Sales Order confirmation process.

#### Can I cancel my Order?

Yes. You can cancel your Sales Order at any time prior to your final payment and delivery confirmation, however you will not be able to receive a refund for the \$200 Sales Order portion. \$800 is refundable. Once you progress from full payment and delivery confirmation, cancellation requests will be at the company's discretion. See Order Terms and Conditions for important details.

#### What is an online order?

By entering into and completing the Deposit process along with submitting your Deposit payment, you are agreeing to purchase a vehicle via the Sales Order. All Deposit and Sales Orders received by Nov. 12, 2024 for the Super Cruiser will lock in the Base Price of \$23,900 for customers with a \$50 Pre-Order. Your final delivery price will be determined once your final configuration and delivery location is set. Base Price does not include costs for delivery, taxes, registration, insurance, add on warranty, finance, or other final service center processing fees, which may be applicable.

## What happens to the Deposit & Pre-Order Payment once I order?

The \$1,000 Deposit and your \$50 Pre-Order payment will be credited as part of the vehicle purchase program.

## When will I take delivery of my Buell Motorcycle?

You will be contacted as your production slot nears for additional steps including but not limited to final configuration, updates on production timing, confirmation of delivery location, calculation of total invoice cost, final payment, and delivery date. Delivery times may vary based on configuration selected, residency and supply chain fluctuations.

## What price will I pay for my new Buell?

MSRP pricing for the Super Cruiser will start at \$25,900. Customers with a Pre-Order can lock in special pricing for the Base Model at \$23,900 if they place their Deposit between September 12, 2024 and November 12, 2024. Unless otherwise indicated, MSRP is the manufacturer suggested retail price and does not include destination/delivery fee plus government fees and taxes, finance charges, dealer processing / preparation charge, electronic filing charge. Optional equipment not included.

# BUELL MOTORCYCLE CO. DEPOSIT & SALES ORDER PROGRAM TERMS AND CONDITIONS September 10, 2024

Welcome to the Buell Motorcycle Co ("Buell") U.S. 50-state Motorcycle Deposit and Purchase Order Program ("Program"). These Terms and Conditions ("Terms") describe the Program as well as the Process ("Deposit & Purchase Order Process") Please review these Terms carefully. Acceptance and use of the Program is your agreement to these Terms.

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

#### 1. Deposit.

You will be able to configure a Buell Motorcycle (the "Motorcycle") through the Deposit & Purchase Order Process ("Deposit", or "Sales Order"). By completing the Deposit Process, you are starting a Sales Order for a motorcycle. Participation in the Program does not guarantee you delivery at a specific date. You will be contacted by Buell for final transaction pricing and complete your purchase of the motorcycle. Your Deposit does not guarantee a set price for the motorcycle, although it does lock in a set Base Price according to our advertised program pricing at date of your deposit.

Unless otherwise indicated, MSRP is the manufacturer suggested retail price and does not include destination/delivery fee plus government fees and taxes, finance charges, dealer processing / preparation charge, electronic filing charge. Optional equipment not included.

## 2. Sharing of Sales Order Information.

Your information including name, address and e-mail address will be shared with Buell Motorcycle Co. Your credit card information will not be shared. With your Sales Order confirmation, your information may be shared with a local Approved Service Center for your delivery or service location.

#### 3. Deposit Process.

In order to complete the Deposit & Sales Order Process, you will be required to submit certain information to Buell and pay a partially refundable \$1,000 deposit fee. \$200 of your Deposit is non-refundable to begin your Sales Order processing and lock in your Order position. Additional customization of the vehicle ordered may require an additional Deposit amount that is non-refundable.

## 4. Vehicle Specifications and Configuration

You understand that due to global supply chain fluctuations that the motorcycle configuration you would prefer may change prior to execution of a signed 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 finalized your payment & delivery with Buell, you may cancel your Deposit & Sales Order, forfeiting the \$200 non-refundable portion of your Sales Order.

#### 6. 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 Program after any changes are implemented will be considered acceptance of such changes.

#### 7. Deposit Eligibility: Age and Residency; Entity Deposits.

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. Deposits are limited to the number of Deposits each person has placed.

#### 8. 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.

## 9. Deposit Cancellation; Transfer; Assignment.

You may cancel your Deposit at any time before finalizing payment and delivery of your order for your motorcycle, and you will receive a \$800 refund from your deposit. Please note that all cancellations are final. You may not transfer or assign your Deposit any other rights under these Terms and Conditions.

#### 10. Force Majeure.

Your participation in the Program and/or your Deposit 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 insurgence, 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.

## 11. 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 Deposit.

## 12. 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 RESERVATION AND DEPOSIT, OUR LIABILITY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF YOUR RESERVATION AND DEPOSIT FEE.

## 13. 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 RESERVATIONS OR DEPOSITS. 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.

## 14. Contact Us.

If you have any questions, comments, or claims regarding the Program, Deposit, Sales Order Process you may contact us at this website www.buellmotorcycle.com