



1250 Airport Rd South, Naples FL 34104 | (239) 430-5655 | [www.naplesmotorsports.com](http://www.naplesmotorsports.com)

## Lotus Emira Vehicle Pre-Order Payment Authorization

I, \_\_\_\_\_ hereby authorize Naples Motorsports, Inc. to charge my credit card in the amount of two thousand five hundred dollars (\$2,500) and, I guarantee payment for a refundable pre-order payment towards the purchase of the Lotus Emira (according to the Pre-Order Agreement Terms and Conditions outlined below) made with the credit card account number listed below:

Credit Card Information:       Visa                       MasterCard                       Discover

Account Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Card Validation Number (CVN, 3 digit number which appears in back of credit card): \_\_\_\_\_

\_\_\_\_\_  
*Buyer Name*

\_\_\_\_\_  
*Billing Address*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
**Buyer Signature**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
**Lotus of Naples**  
*Seller Name*

\_\_\_\_\_  
**1250 Airport Rd South**  
*Street Address*

\_\_\_\_\_  
**Naples, FL 34104**  
*City, State, Zip*

\_\_\_\_\_ Sales Person: \_\_\_\_\_



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## Lotus Emira Motor Vehicle Pre-Order Agreement Terms & Conditions

**Documentation.** Your Lotus Emira Motor Vehicle Pre-Order Agreement (the “Agreement”) is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration will be confirmed with you at a later date. It will describe the vehicle that you configure, 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 nears. It will include final pricing based on your Vehicle Configuration and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your pre-order and make your Pre-Order Payment (the Pre-Order Date).

**Agreement to Purchase.** You agree to pre-order the vehicle (the “Vehicle”) when you make your Pre-Order Payment and by taking delivery, completing the transaction when the Vehicle is ready for delivery from Lotus of Naples. or its affiliate (“we,” “us” or “our”), pursuant to the terms and conditions of this Agreement. Your Vehicle will be priced and configured based on features and options available at the time of order. Options, features or hardware released after you place your order may not be included in or available for your Vehicle.

**Pre-Order Price, Taxes and Official Fees.** The pre-order price of the Vehicle will be confirmed in your Vehicle Configuration and Final Price Sheet. Any pre-order price provided to you in advance of the Final Price Sheet is only being offered to you as an estimate and is subject to change. Any pre-order price listed in the Vehicle Configuration will not include taxes and official or government fees, which could amount to up to 10% or more of the Vehicle pre-order price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the Vehicle, 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.

**Pre-Order Process; Cancellation; Changes.** After you submit your completed pre-order and the options you selected become available in production, we will invite you to complete the configuration of your Vehicle. We will then issue you the Vehicle Configuration and Final Price Sheet based on the base price of the model and any options included or that you select. Your Pre-Order Payment covers the cost of these activities and other processing costs and is not a deposit for the Vehicle. Until your Vehicle Configuration, you may cancel your pre-order at any



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time, in which case you will receive a full refund of your Pre-Order Payment. Until your final configuration is matched to a vehicle, you may make changes to your Vehicle Configuration. If you make changes to the configuration of the Vehicle, you may be subject to potential price increases for any pricing adjustments made since your original Pre-Order Date. When you take delivery of the Vehicle, we will provide a credit to the final pre-order price of your Vehicle equivalent to the amount of the Pre-Order Payment you paid. This Pre-Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

**Delivery.** We will notify you when we expect your Vehicle to be ready for delivery. You agree to schedule and take delivery of your Vehicle within one week of this date. If you are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers.

You understand that Lotus may not have completed the development of Lotus Emira or begun manufacturing Lotus Emira at the time you entered into this Agreement and so 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. 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.

**Warranty.** You will receive the Lotus New Vehicle Limited Warranty at or prior to the time of Vehicle delivery or pickup.

**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 Pre-Order Payment.

**Discontinuation; Cancellation.** Lotus of Naples 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. We may also cancel your pre-order and refund your Pre-Order Payment if we discontinue a product, feature or option after the time you place your pre-order or if we determine that you are acting in bad faith.

**Governing Law; Integration; Assignment.** The terms of this Agreement are governed by, and to be interpreted according to, the laws of the State of Florida. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the pre-order not expressly contained herein are not binding.