

RIVIAN BINDING CONTRACT TO PURCHASE

This RIVIAN BINDING CONTRACT TO PURCHASE (this “Agreement”) creates a binding obligation for you to purchase (the “Order”) a Rivian R1 vehicle (the “Vehicle”) and governs the terms of your Order. Rivian’s General Terms and Conditions contained at [Rivian.com/legal/terms](https://rivian.com/legal/terms) (“Rivian Terms”) are hereby incorporated by reference into this Agreement.

1. **Agreement to Purchase & Deposit.** As of the date of this Agreement (“Order Date”), you agree that you shall purchase the Vehicle from Rivian, LLC, or its affiliate (“we,” “us” or “our”), pursuant to the terms and conditions of this Agreement. You hereby create a binding contract with Rivian obligating you to purchase the Vehicle. Immediately prior to taking delivery of the Vehicle you will be required to sign a dealership-specific Rivian Motor Vehicle Purchase Agreement that contains further terms and conditions. As part of the consideration you provided to Rivian for this Order, one hundred dollars of the deposit amount you submitted with your preorder/reservation becomes non-refundable.

2. **Vehicle Pricing.** Contingent on product availability, the Vehicle pricing is shown in the configuration accessible through your Rivian account. If you do not have a configuration associated with the reservation in your Rivian account, you will confirm a configuration and review applicable estimated pricing in advance of Rivian building the Vehicle. Vehicle prices available at the time of your Order are only an estimate based on available features and options at the time of order. Options, features or hardware released or changed after you place your Order might not be included in or available for your Vehicle. Prices shown do not include taxes, title, license or other fees paid to third parties, which could be material costs. Because taxes and fees vary over time and jurisdiction, they are a best estimate and will be calculated prior to delivery based on all available information and indicated on your final Rivian Motor Vehicle Purchase Agreement. You are responsible for these taxes and fees. All prices posted on the Rivian website are subject to change without notice. Your final price will be reflected on the Rivian Motor Vehicle Purchase Agreement.

3. **Order Changes.** If you make changes to the Vehicle after the Order Date, you may lose eligibility for special edition models, your place in line for priority delivery, and/or be subject to potential price increases based on any pricing adjustments made since the Order Date.

4. **Disclaimer of Tax Eligibility.** **Rivian cannot guarantee that you will be eligible for any tax credits because you signed this Agreement. You are responsible for your own personal tax situation and determination of eligibility for credits and incentives for Federal, State, and Local taxes. Rivian does not guarantee the actions or determinations of the Internal Revenue Service or any other tax authority, and Rivian is under no obligation to defend you in disputes with any tax authority. Rivian makes no representations under this Agreement as to pending or future legislation.**

5. **Privacy Policy and Terms of Use.** The data Rivian and/or its affiliates collects from or about you or your Vehicle will be used in accordance with our [Privacy Policy](#) and [Rivian Terms](#), each of which is incorporated herein by reference and available on our website at rivian.com/legal/privacy and rivian.com/legal/terms. Please read our Privacy Policy and Rivian Terms carefully to understand the data that we collect and our practices regarding your information and how it will be treated. If you have questions regarding our Privacy Policy or Rivian Terms, you should contact us by email at customerservice@rivian.com.

6. **Modification.** This Agreement may not be modified or changed unless expressly agreed to in writing signed by Rivian.

7. **No Waivers.** The failure by Rivian to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Rivian.

8. **Assignment.** You may not assign your rights or delegate your obligations under this Agreement without our express prior consent. Rivian may assign this Agreement and delegate its obligations hereunder in our discretion without your consent. Any assignment or delegation in violation of this Agreement will be null and void.

9. **No Resellers & Cancellation.** While this Agreement creates a binding Order for you to purchase the Vehicle when built by Rivian, this Agreement does not create an obligation by Rivian to build the Vehicle. Rivian and its affiliates may unilaterally cancel any order that we believe has been made with the intent to resell the Vehicle or otherwise has been made in bad faith. Rivian may also cancel your Order if a vehicle, product, feature, or option is discontinued after you place your Order.

10. **LIMITATION OF LIABILITY.**

No Consequential or Indirect Damages. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL RIVIAN OR ANY OF ITS AFFILIATES, AND/OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, LICENSORS AND PARTNERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT A PROPOSED DEFENDANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

Maximum Liability. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL RIVIAN'S OR ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, LICENSORS AND PARTNERS 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 YOU PAID TO RIVIAN PURSUANT TO THIS AGREEMENT.

To the extent any jurisdiction does not allow the exclusion or limitation of direct, incidental, punitive or consequential damages, portions of the above limitations or exclusions may not apply.

11. **DISPUTE RESOLUTION – ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS AS DESCRIBED IN THE “DISPUTE RESOLUTION – ARBITRATION AGREEMENT AND CLASS ACTION WAIVER” SECTION OF THE RIVIAN TERMS FOUND AT RIVIAN.COM/LEGAL/TERMS, AND THAT SECTION IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

12. **Choice of Law.** This Agreement, its subject matter and its formation, and any related non-contractual disputes or claims, are governed by the laws of the State in which Rivian is licensed to sell motor vehicles that is nearest to your delivery address, without regard to choice or conflict of law principles, except as otherwise provided in the Arbitration Agreement.

Customer Signature

Date: August 16, 2022

Customer Printed Name

E-Signed by Rivian, LLC on August 16, 2022

Seller Signature