

PRE-ORDER TERMS AND CONDITIONS

May 2023

INEOS AUTOMOTIVE CANADA LIMITED (“INEOS” or “we”) GRENADIER Canadian PRE-ORDER TERMS AND CONDITIONS

CANADA ONLY

These Terms and Conditions (“Terms”) describe the pre-order process (“Pre-Order Process”) for the INEOS Grenadier. Please review these Terms carefully. Your acceptance and use of the Pre-Order Process is your agreement to these Terms and the Privacy Notice located on this site .

If you object to any of these Terms, your sole recourse is to stop the Pre-Order Process.

1. Pre-Order Process.

You may pre-order an INEOS Grenadier vehicle (a “Vehicle”) by completing the Pre-Order Process. In order to complete the Pre-Order Process, you will be required to (1) create and/or log in to your INEOS account at the “Sign Up / Log In” section on the INEOS website, (2) submit a configuration for the Vehicle at <https://ineosgrenadier.com/en/ca/the-vehicle/vehicle-configurator> and (3) select a Retail Area as described in Section 3 below. Upon completion of the Pre-Order Process, you will receive a confirmation email indicating that your configuration has been received and your pre-order is being processed.

By completing the Pre-Order Process, you are not ordering or purchasing a Vehicle. The Pre-Order Process allows you to configure a Vehicle and receive a manufacturing build slot. You must, later complete the order and purchase of the Vehicle through an authorized INEOS dealer (a “Dealer”).

Please note that any and all accessory features (denoted throughout the configuration and Pre-Order Process with an (A) suffix) (“Accessories”) included in your pre-order configuration are not factory-fit and will be supplied and installed by the Dealer assigned to you as described in Section 3 below. The prices shown for Accessories are the INEOS suggested retail prices and do not include costs for installation or any local sales taxes. Your full configuration, including Accessories, will be shared with the assigned Dealer to inform them of your wishes, although your final selection and the final price of the Vehicle, including Accessories, will be agreed between you and the Dealer.

2. Important Timing

If you hold a reservation for a Vehicle (a “Reservation”) and have paid the reservation fee to INEOS (“Reservation Fee”) and complete the Pre-Order Process by the deadline communicated to you by INEOS (“Priority Deadline”), you will receive a priority manufacturing build slot. You may participate in the Pre-Order Process even if you do not hold a Reservation for a Vehicle but will not receive a priority manufacturing build slot.

To participate in the Pre-Order Process, pre-orders must be submitted before INEOS announces its Dealer network as described in Section 3 below. Pre-orders will not be accepted after that date, and customers wishing to purchase a Vehicle must contact a Dealer.

3. Selection of Retail Area; Assignment of Dealer.

We have identified certain geographic areas referred to as “Retail Areas” in which we intend to appoint our initial Dealers. As provided above, you will be required to select a Retail Area to complete the Pre-Order Process. Thereafter, we will announce our Dealer network and you will be automatically assigned a Dealer. The Dealer assigned to you will be the Dealer appointed in the Retail Area selected at the time of your completion of the Pre-Order Process. If, however, a Dealer has not been appointed to such Retail Area, then the Dealer assigned to you will be the Dealer closest to such Retail Area.

INEOS will send you an email on or around the date that we announce our Dealer network identifying the Dealer that has been assigned to you. If you wish to change your Dealer, then you must follow the instructions provided in the email communication by the specified deadline.

4. Changing a Configuration.

Once submitted, you may change your configuration prior to the Priority Deadline referred to in Section 2 above without affecting your manufacturing build slot and delivery date, by contacting the INEOS call center 833-494-4748. After INEOS announces its Dealer Network, you may change your configuration by contacting your Dealer; however, changes to Vehicle specifications may result in a delay to your manufacturing build slot and delivery date.

5. Sharing Pre-Order Information; Privacy and Communication Preferences.

We may ask you to provide to us certain personal information to allow us to perform our obligations under these Terms and may, for this purpose, share this information with third parties. For example, when you place a pre-order by completing your configuration, we will collect information such as your full name, address, e-mail address, and Vehicle configuration.

We will collect, use and share this information for the purposes of processing your pre-order, processing (and, if applicable, refunding) your reservation fee, issuing you a confirmation email, issuing you a manufacturing build slot or Reservation (if applicable), assigning a Dealer to you, processing any changes to your Vehicle configuration that you request, processing the cancellation of your order or Reservation (if applicable), and for such other purposes as are permitted or required by applicable law. In addition, we may contact you from time to time regarding your pre-order using the contact details you provided to us when placing your deposit.

If you opt-in to receiving such communications, we may also send you communications to keep you informed about the INEOS Grenadier, other INEOS products and services, exclusive events, client programs and other related activities, subject to your right to opt out of receiving such communications.

Your personal information, including your Vehicle configuration (including Accessories), will be shared with the Dealer assigned to you, who may use this information for the purpose of completing the order and purchase of your vehicle. Your credit card information will not be shared with the Dealer.

For more information about how we collect, use, share and otherwise process personal information, and about how to adjust your communication preferences, see our privacy notice available at <https://ineosgrenadier.com/en/ca/privacy> (the "Privacy Notice").

Although we take steps to safeguard the personal information under our control, we cannot guarantee the security of information communicated to us by electronic means. It is possible that third parties may unlawfully intercept or access such information.

If you are located in Quebec, please note that your personal information (i) may be accessible to members of our legal and finance teams and such other INEOS personnel as may require access to such information for the purposes of their duties and responsibilities; (ii) may be communicated outside of Quebec and (iii) will be stored in the United Kingdom.

You can contact us through the INEOS website (<https://ineosgrenadier.com/en/ca/contact-us>) to (i) ask a question or make a complaint about INEOS's collection, use or disclosure of your personal information; (ii) access and/or rectify your personal information (subject to applicable laws); and/or (iii) withdraw your consent to our ongoing collection and use of your personal information (subject to any permitted restrictions and notice requirements). If you withdraw your consent to our continued use and disclosure of your personal information, we may be unable to continue to process your pre-order.

By providing us with personal information, you (a) acknowledge and agree that your personal information may be collected, used and shared as described in these Terms and in the Privacy Notice; (b) represent and warrant that all personal information that you provide to us is accurate; and (c) understand that it is your responsibility to inform us of any changes in your contact information so that

we may keep you updated on your pre-order and, if applicable, the reimbursement of your Reservation Fee.

6. Except to the extent strictly required by applicable law, INEOS has no responsibility and assumes no liability for inaccurate information that you provide to us or information that later becomes outdated, and has no obligation to make efforts to determine your correct contact information. You can update your contact information at any time by logging into in the “Sign Up / Log In” section of the INEOS website.

7. Completing the Purchase.

After your Dealer has been assigned, your Dealer will contact you to set up the sale transaction, arrange any necessary financing, and complete your order and purchase of the Vehicle. The Dealer may require that you complete its customary sales contract and other paperwork.

Final payment of the purchase price and any taxes, title or registration fees, and delivery charges, will be due in accordance with your Dealer’s terms and conditions. If you hold a Reservation and have paid a Reservation Fee, then your Reservation Fee will be reimbursed in full to the credit card you used to make the payment.

8. No Purchase Requirement.

You are not required to complete a Vehicle pre-order or purchase. If you change your mind before you have entered into a contract with your Dealer, you may cancel your pre-order pursuant to Section 9 below. After you enter into a contract with your Dealer, any cancellation will be subject to the Dealer’s terms and conditions.

9. Pre-Order Limitations; No Brokers.

Pre-orders are only open to bona fide retail customers. You represent and warrant that you are not a broker and that your participation in the Pre-Order Process is for your own benefit on your own behalf. In addition, pre-orders are limited to five vehicles per household or INEOS account. We may cancel your pre-order and manufacturer build slot in the event we determine you have engaged in brokering or are otherwise an ineligible party. In addition, we may cancel any pre-orders and manufacturer build slots that are in excess of the limit set forth in this Section 8.

10. Cancellation; Refund of Reservation Fee.

Cancellation of Reservation by You

At any time prior to placing a pre-order, you may cancel your Reservation and request a refund of your Reservation Fee by contacting us through the INEOS website <https://ineosgrenadier.com/en/ca/contact-us> or by using the refund function in the “Sign Up / Log In” section of the INEOS website. If you cancel your Reservation before you submit your pre-order, the full Reservation Fee will be credited back to your credit card you used to make the payment. Please note that all cancellations are final. You may not transfer or assign your Reservation or any other rights under these Terms.

Cancellation of Pre-Order by You

At any time prior to entering into a contract with your Dealer, you may cancel your pre-order and seek a refund of your Reservation Fee from us by contacting us through the INEOS website <https://ineosgrenadier.com/en/ca/contact-us> or by using the refund function in the “Sign Up / Log In” section of the INEOS website. If you cancel your Pre-Order and request a refund of the Reservation Fee, your manufacturing build slot will be cancelled and may be allocated to someone else. After receiving this request, we will refund the Reservation Fee in full to the credit card you used to make the payment.

Cancellations by INEOS

We reserve the right to cancel your pre-order and manufacturing build slot and refund your Reservation Fee for any reason at any time prior to the delivery of the Vehicle.

We may cancel your Reservation and refund your Reservation Fee in full if you fail to submit a pre-order by the announcement by INEOS of its Dealer network as described in Section 3 above. Refunds will be made to the credit card you used to make the payment.

If we are unable to refund your credit card used to make your Reservation Fee, then we will be unable to refund your Reservation Fee. It is therefore very important that you inform us if your contact details change. INEOS is not responsible to locate you if your contact information changes and you do not inform us.

11. Vehicle Specification and Performance

Any options indicating price, specification or performance are indicative only and are subject to change. Images are provided for illustrative purposes only and colors reproduced on screen may vary compared to actual finish.

You understand that development of the INEOS Grenadier has not been completed and the exact performance of the vehicle (including emissions and consumption performance) is therefore not yet set.

12. Right to Change or Cancel Pre-Order Process.

INEOS reserves the right to change, update, correct, suspend, discontinue or cancel the Pre-Order Process, at any time without any notice or obligation to you.

13. Force Majeure.

Your participation in the Pre-Order Process and/or your pre-order does not create liability for INEOS 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, pandemic, unavailability of materials, strike, earthquake, flood or any other natural or man-made eventuality outside of our control.

14. Limitation of Liability

IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC *CONSUMER PROTECTION ACT*, THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION DO NOT RELEASE INEOS FROM THE CONSEQUENCES OF ITS OWN ACTIONS OR THE ACTIONS OF ITS REPRESENTATIVES.

UNDER NO CIRCUMSTANCES WHATSOEVER, SUBJECT ONLY TO THE LIMITS OF APPLICABLE LAW, SHALL INEOS 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 PRE-ORDER, OUR LIABILITY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF YOUR RESERVATION FEE (IF ANY).

15. Applicable Law; Venue; Class Action Waiver; Waiver of Jury.

IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC *CONSUMER PROTECTION ACT*, THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION DO NOT RELEASE INEOS FROM THE CONSEQUENCES OF ITS OWN ACTIONS OR THE ACTIONS OF ITS REPRESENTATIVES.

These Terms and their subject matter, and any related disputes or claims, are governed by the laws of the Province of Ontario. INEOS and you agree that the courts in the Province of Ontario have exclusive jurisdiction to settle any dispute, controversy or claim arising from or connected with these Terms. INEOS and you consent to the jurisdiction of the Ontario 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, 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.

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.

16. Contact Us.

If you have any questions, comments, or claims regarding the Pre-Order Process you may contact us through the INEOS website (<https://ineosgrenadier.com/en/ca/contact-us>) or by calling the INEOS call centre at 833-494-4748.

17. General.

You confirm that you are the age of majority in your jurisdiction of residence, or older, at the effective date of the pre-order.

We reserve the right, at our discretion, to change these Terms at any time. These Terms represent the entire agreement governing your pre-order.

If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these Terms. We may revise the relevant illegal, invalid or unenforceable clause so as to give effect as closely as possible to the original intentions of the parties in a manner that is compatible with applicable law.

No one other than INEOS or you has any right to enforce these Terms.

Your pre-order and build slot are not transferable or assignable to another person or party without the prior written consent of INEOS (which can be withheld in INEOS' absolute discretion). If we become aware that you have transferred, or attempted to transfer, your pre-order and/or build slot without our permission, we reserve the right to: (i) terminate your pre-order; (ii) cancel the build slot; and (iii) retain your Reservation Fee.