

Galactica Reservation Agreement

Terms & Conditions

- 1. **Effective Date.** Your Reservation becomes effective when (1) you place your Reservation and (2) we receive your Reservation Payment..
- 2. **Purchase Price.** The estimated Purchase Price of the Product, if provided, is only an estimate. We are still working on what options, features and hardware the product will have and so cannot confirm the exact price just yet. Your Purchase Price will ultimately be confirmed once you've configured your product.
- **3.** Nature of Agreement; Non-Binding Reservation Payment. The amount of \$500.00 USD is the Reservation Payment. This payment is not a deposit and does not guarantee delivery of the Product. The Reservation Payment is used to secure your reservation and approximate priority to order the Product but is otherwise fully non-refundable.
- 4. Order Process. When the start of production for your Reservation nears, we will ask you to configure your Product and submit the final order along with an additional payment. Prior to delivery, you will enter into a final Purchase Agreement (and its terms), which will detail your final product configuration and Purchase Price, as well as any applicable taxes, duties, transport and delivery charges, and any other applicable fees. If you proceed with the order, your Reservation Payment can be applied towards the Purchase Price of the product.
- 5. **Delivery.** You understand that the Product is still under development at the time you entered into this Agreement and so we cannot guarantee when your product will actually be delivered.
- 6. **Cancellation.** Until you enter into the Computer Purchase Agreement, your Reservation may be canceled at any time through your Bedrock Account and for any reason, by either you or us, in which case you will receive a full refund of your Reservation Payment.
- **7. Acknowledgments.** You understand that we will not hold your Reservation Payment separately or in an escrow or trust fund or pay any interest on Reservation Payments.
- **8. Your Details.** You understand that we will use the contact information you provide to keep you informed of our products and services. It is your responsibility to update your contact information if it changes.
- **9. Limitation of Liability.** In the event of a Galactica bankruptcy, insolvency, or cessation of business operations, your Reservation Payment will be considered a general unsecured claim against Galactica and may be lost. 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 Reservation Payment.
- **10. Governing Law and Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of Delaware. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Delaware courts.
- **11. Acknowledgment and Agreement.** By making the Reservation Payment, you acknowledge and agree that you have read and understood this Reservation Agreement and agree to be bound by its terms.