

General Terms and Conditions  
("GTC-WR")  
for Vehicle-Reservations  
- new and existing ones -  
including  
Right of Withdrawal

(Version: 15.1  
of 07 January 2023)

of

Sono Motors GmbH  
Waldmeisterstraße 76,  
80935 Munich  
Germany  
("Sono Motors" or "we")

## 1. Purpose - What are the GTC covering?

- 1.1. The purpose of this agreement is the reservation of an electric vehicle, manufactured and offered by Sono Motors, as defined and specified during the reservation-process as described in clause 2.1. By placing a reservation, the client, “you” or “client” will acquire the right to purchase an electric vehicle, as set out in clause 4 of this agreement. The price paid for the reservation will later be credited, in full, to the purchase price of the vehicle.
- 1.2. The reservation is the first step for entering into a subsequent sales agreement, for the electric vehicle, as indicated in the reservation itself. Any amounts paid for the reservation can only be returned in case of
  - a withdrawal from the reservation under clause 8 (withdrawal), or
  - an automatic cancellation of the reservation in case of a withdrawal of the sales contract or a revocation of the sales contract according to clause 9.1. or
  - of a revocation under clause 9.2.
- 1.3. Through the reservation-process, there shall be no immediate right to ask/claim for the delivery of a vehicle.

## 2. #reservation reservation - How to reserve a Sion?

The reservation-options displayed on Sono Motors’ website are without engagement (*freibleibend*). That means that your reservation (or increase of your reservation) will only result in a binding contract once we accept it. This process is described in clause 2.1.

- 2.1. When a reservation is placed over our website, the reservation agreement (or agreement on the increase) will be concluded once
  - 2.1.1. the ordering process on the website is followed through and the order is confirmed by the client, by activating the button labeled  
“Reserve with an obligation to pay” or, respectively, “Increase reservation with an obligation to pay”

## AND

- 2.1.2. Sono Motors explicitly accepts the reservation (or increase), via email, in return.

Your payment obligation will then initially be subject to a condition precedent as described in clause 6.1.

- 2.2. *(not used)*
- 2.3. Further, we will provide a copy of all contractual documents to you, the client, including a copy of the order, as well as a copy of these GTC-WR, via email.  
Please store these documents, as this is in your own interest. We are not able to ensure that we will store any documentation for you.
- 2.4. For reservations via means other than our website, the agreement will be concluded, according to statutory provisions, by offer and offer-acceptance.
- 2.5. In case there are earlier agreements between the parties regarding a reservation and/or an increase of the reservation deposit for the vehicle, then those contracts are replaced by this contract with these GTC-WR. If payments have been made in the past based on such replaced contracts, they will be added to the new reservation amount agreed upon in this contract.

### 3. Test-Drives - What are the rules?

- 3.1. We may, at our own discretion, offer test-drives. If test-drives are offered, we can propose several time-slots or a time-frame, for the test drives. You or a participant may choose a time-slot within this time-frame, unless that appointment has already been assigned to another customer.
- 3.2. The test drives will, typically, take place in several cities throughout Europe. We may, at our own discretion, offer test drives in other or further countries. We will try to offer test-drives in all countries, provided there are sufficient reservations in these countries.

- 3.3. Participation in a test-drive requires that the driver holds a valid German driver's license, for a class B vehicle, including former class 3 driving licenses and foreign driving licenses that are valid in Germany, or a corresponding driving license that is valid at the location of the test drive. Licenses are to be shown to the test-drive representatives from Sono Motors, at the time of the test-drive.
- 3.4. You are responsible for making travel and accommodation arrangements, at your own expense, to the venue of the test-drive.
- 3.5. You also will have to ensure that you are sufficiently insured for such a test drive.

#### **4. Sales Contract - How does that work?**

- 4.1. At an appropriate point in time, we will offer you the reserved vehicle for purchase.
- 4.2. New reservations
  - 4.2.1. The purchase price for the vehicle will be 29,900 euros incl. German VAT. We may, at our own choice, offer extras at additional cost.
  - 4.2.2. The batteries required to operate the vehicle are included in the above purchase price.
- 4.3. Reservations before 8th December 2022
  - 4.3.1. Depending on the price level selected by you for the reservation, we will grant you the discount specified in the original reservation as well as any other agreed discounts.
  - 4.3.2. The price paid for the reservation and/or the sum referred to in clause 2.5. will be credited, in full, towards the price of the vehicle.
- 4.4. The costs of delivering the vehicles to a place other than the standard place of delivery are not included in the purchase price as stated in your reservation. At the time of reservation, we assume that the standard place of delivery will be Bremerhaven, Germany.

We will clearly state the standard place of delivery in the sales contract. We may, at our own choosing, offer to deliver the vehicles to other locations than the standard place of delivery in Germany or other countries. In that case, this service will be provided in exchange for an additional payment. Such additional payment will be based on the actual costs of delivery to the place indicated by the customer. For a delivery outside of Germany, you are responsible for any taxes or duties, according to clause 5.3.

- 4.5. The Sion will include digital elements. We will provide additional functionality as digital services such as mobile apps and cloud services. The use of these additional services will require a terminal device with a common operating system. The details will be laid down in the sales contract. In this context, we may offer a concrete period for the provision of updates and digital services of no less than 10 years starting with the delivery of the vehicle. You, the client, should be advised that this period may be shorter than the period that would result from determining the period according to statutory provisions.
- 4.6. For the sales contract of the vehicle, the statutory warranty period for the sale of goods will apply.

## **5. Prices and Taxes - Who is responsible for what?**

- 5.1. The prices shown on the website include the applicable German value added tax (VAT), as well as other applicable German consumer taxes.
- 5.2. If you, the client, transport the vehicle to another country, within or outside of the European Union, you will be responsible for all duties, taxes and/or levies, resulting therefrom. Upon exportation, you might have the right to reclaim the German VAT, from the German tax/revenues authorities.
- 5.3. In case that we offer a delivery point outside of Germany, alternative consumer taxes may apply. In this case, the sales contract, offered by us, will display a higher or lower purchase price, depending on these new consumer taxes and/or duties; in case a lower price shall apply, Sono Motors will refund any difference.

## 6. Payment condition - When can you pay?

- 6.1. The payment obligation for new reservations and an increase of existing reservations, is subject to the **condition precedent** that:

Between the start of 8th December 2022 and the end of 26 January 2023 Sono Motors and Sono Group N.V., Waldmeisterstraße 76, 80935 Munich, Germany, the parent company of Sono Motors ("Sono Group") acquire binding promises for payments and/or receive actual payments totaling at least 104,650,000.00 euros (in words: one hundred four million and six hundred fifty thousand euros) incl. German VAT ("Minimum Threshold") (ca. the full price for 3,500 Sion)

or

if the Minimum Threshold has not been reached by the end of 26 January, Sono Motors notifies you in text form that the deadline is extended by 40 days, and the Minimum Threshold is then reached by the end of 7 March 2023.

The promises for payment or actual payments for Sono Motors or Sono Group may result from various sources, e.g.

- new reservation payments or
- reservation deposits or
- increases of deposits or
- donations or
- government grants and subsidies or
- loans, convertible loans or
- bonds, participation rights, silent partnerships and other private or institutional investments.

- 6.2. We will notify you in text form that we have reached the Minimum Threshold as defined above.

- 6.3. Once the
- Minimum Threshold has been reached, and
  - you have been notified as described under clause 6.2.,

we will initiate payment via the payment method you selected during the reservation. In case that we do not have a valid payment method

on file, you will receive a request for payment by email with the relevant information for the transfer of the money.

## **7. Payment - How can you pay?**

- 7.1. Sono Motors offers the different payment methods through its platform provider Adyen N.V.:

The payments are handled via the services of the third-party provider Adyen (Adyen N.V. German Branch, Friedrichstraße 63, 10117 Berlin). Through Adyen N.V, we can offer a wide number of various payment methods worldwide such as credit or debit cards, bank accounts, and other local payment methods. The payment methods available for your location will be shown when you select payment through Adyen. All details regarding the terms and conditions and the processing of personal data by Adyen can be found in the Terms and conditions and the Privacy Statement of Adyen. (<https://www.adyen.com/legal/terms-and-conditions>). The selected payment method will be charged at the end of the ordering process.

- 7.2. When entering into the sales contract, Sono Motors may, at its own discretion, offer additional payment methods.

## **8. Withdrawal - Can you change your mind?**

- 8.1. Right of withdrawal as consumer

- 8.1.1. If you are a consumer, i.e. the agreement has been concluded for purposes, which are, predominantly, not attributable to a commercial, or self-employed professional activities, and the agreement, regarding the reservation, was concluded through our website or otherwise, with the exclusive use of one or more means of distance communication, such as email or fax, i.e. via distance contracting, you may withdraw from the agreement, regarding the reservation, within 14 days, without having to provide us any reasons. The withdrawal period will expire after 14 days, from the day on which the agreement was concluded.

- 8.1.2. To exercise the right of withdrawal, you must inform Sono Motors, Waldmeisterstraße 76, 80935 Munich, Germany, email: [leaving@sonomotors.com](mailto:leaving@sonomotors.com), Phone: +49 (0)89 45 20 58 18 about the withdrawal from this contract, by a formal declaration, made as a letter sent by post, fax or email. You may employ the attached model withdrawal form.
- 8.1.3. To meet the deadline for executing the right of withdrawal, it is sufficient for the client to send the communication, concerning the decision to exercise the right of withdrawal, before the withdrawal period has expired.

## 8.2. Consequences of withdrawal

- 8.2.1. If you withdraw from this agreement, we shall reimburse all payments made by you, during the reservation immediately and no later than fourteen days from the date Sono Motors receives notice of withdrawal from this contract. If there have been payments under any previous contracts – which have been replaced by this new contract in accordance with clause 2.5. and which become valid again if the customer withdraws from the new contract in accordance with clause 8 below, we will reimburse the additional payments made under the new contract.
- 8.2.2. Within the Single Euro Payments Area (SEPA), we will carry out the reimbursement, by credit transfer to an International Bank Account Number (IBAN), specified by you, the client. Otherwise, we will carry out the reimbursement, employing the same means of payment, as used for the initial transaction, unless, of course, both parties have expressly agreed otherwise, and no added costs are incurred for us. In any event, you will not incur any fees because of any reimbursement.
- 8.2.3. Upon withdrawal, all rights, as described in this agreement, will expire and cease to exist.
- 8.2.4. If this agreement has replaced earlier contracts in accordance with clause 2.5., these will become valid again after the



withdrawal of this contract. Any existing right of revocation or withdrawal under these earlier contracts remains unaffected.

### 8.3. Right to withdraw from the future sales contract

- 8.3.1. Once you have purchased the vehicle, the statutory right of withdrawal for consumers will only exist, if the sales contract, according to clause 4, is made as a distance contract, and no modifications to the vehicle have been commissioned or carried out by you.
- 8.3.2. For this right of withdrawal, clauses 8.1. and 8.2. shall apply, provided that the withdrawal period will be 14 days, from the day on which you, or a third party appointed by you, who is not responsible for the transport of the vehicle to you, takes physical possession of the goods. We may withhold the reimbursement, until the vehicle has been reacquired, or you have supplied evidence of having sent back the vehicle to us. You shall hand the vehicle over to us, without undue delay and in any event not later than 14 days from the day on which you communicated your withdrawal from the agreement. The deadline is met, if you send back the vehicle, before the period of 14 days has expired. You will have to bear the direct cost of returning the vehicle to us. We will, separately, inform you of your right of withdrawal, when entering into the sales contract.

## 9. Revocation after the withdrawal period - Can you change your mind also very late?

- 9.1. The reservation contract is automatically canceled without the necessity of an explicit revocation or withdrawal by either party if the customer has concluded
  - 9.1.1. the sales contract for the vehicle according to clause 4 (Entering into the sales contract)

**AND**

- 9.1.2. has thereafter canceled the sales contract by exercising:

- 9.1.2.1. a right of withdrawal as set out in clause 8 in due time  
**or**
    - 9.1.2.2. a statutory right to revoke the sales contract (e.g. if there are defects and the repairs have failed)  
**or**
    - 9.1.2.3. a contractual right to revoke the sales contract, which may exceptionally be agreed between the parties when entering into the sales contract.
- 9.2. Even after expiry of the right of withdrawal, according to clause 8, you may revoke from the agreement, regarding the reservation, if:
  - 9.2.1. you decide not to enter into the sales contract, upon offering of the latter agreement, by us, according to clause 4;
  - 9.2.2. we have not offered to enter into a sales contract, according to clause 4, by the 31st of December 2024;
  - 9.2.3. the sales contract is, or becomes, invalid for any other reason as set out in clause 9.1.
- 9.3. To revoke the contract, you must inform Sono Motors, Waldmeisterstraße 76, 80935 Munich, Germany, email: [leaving@sonomotors.com](mailto:leaving@sonomotors.com), about the revocation of this contract, by a formal declaration, made as a letter sent by post, fax or email. You may combine the revocation of the reservation as set out in clause 9.2 with the withdrawal from, or revocation of, the sales contract.
- 9.4. Consequences of an automatic cancellation or revocation

In the event of

- an automatic cancellation of the sales contract under clause 9.1. or
- a revocation of the sales contract under clauses 9.2. and 9.3.,

we will refund the amount paid for the reservation and all rights as described in this agreement will expire and cease to exist.

If earlier contracts existed which were replaced according to clause 2.5., this also applies to the amounts paid and rights described therein.

- 9.5. Within the Single Euro Payments Area (SEPA), we will carry out the reimbursement, by credit transfer, to an International Bank Account Number (IBAN), specified by you, the client. Otherwise, we will carry out the reimbursement, employing the same means of payment, as employed for the initial transaction, unless, of course, both parties have expressly agreed otherwise, and no added costs are incurred to us. In any event, you will not incur any fees, due to the reimbursement agreement.

## **10. Liability - Who is responsible if something goes wrong?**

- 10.1. We shall be fully liable, according to statutory provisions,
- 10.1.1. for damages resulting from injury to life, body or health, due to negligent breach of duty, by us, our legal representatives or persons employed to perform any of our contractual obligations, i.e. vicarious agents, and/or
  - 10.1.2. for other damages resulting from an intentional or grossly negligent breach of duty, by us, our legal representatives or persons employed to perform any of our contractual obligations, i.e. vicarious agents.
- 10.2. Insofar, as we are the manufacturer or are deemed to be the manufacturer, of the electric vehicle, we shall also be liable, according to the provisions of the German Product Liability Act (Produkthaftungsgesetz) and/or, as applicable, other national transpositions of the Council Directive 85/374/EEC of 25 July 1985, on the approximation of the laws, regulations and administrative provisions of the EU Member States, concerning liability for defective products. Our liability, according to clauses 10.1., 10.3. and 10.4. shall remain unaffected.
- 10.3. Should we have furnished a separate guarantee or any other form of strict liability, we shall be liable, according to the terms of such guarantee or promise or, where and insofar the guarantee or promise is silent, according to statutory provisions. Other liabilities, according to clauses 10.1., 10.2. and 10.4., shall remain unaffected.
- 10.4. We shall further be liable for damages, resulting from a negligent breach of a contractual obligation, the fulfillment of which is a prerequisite, for the proper performance of the contract, and on the fulfillment of which the client will, typically, rely, and can reasonably

rely, so-called essential obligations, by Sono Motors, its legal representatives or persons employed to perform any of its contractual obligations, i.e. vicarious agents. However, the total liability shall be limited to the amount of damages that is typical, for this type of contract, and foreseeable upon conclusion of the contract, if there is no more extensive liability under clauses 10.1. to 10.3. above.

- 10.5. In all other cases, our liability for damages, under any theory of law, shall be excluded.
- 10.6. The limitation of liability, under this clause 10, shall also be applicable, mutatis mutandis, for the benefit of our legal representatives, organs, and members of staff.

## 11. Miscellaneous - Some last important things!

### 11.1. Right of retention

11.1.1. You are entitled to offset any claims against claims from us, in case that the claims

- 11.1.1.1. originate from the same contractual relationship, **or**
- 11.1.1.2. have not been challenged by us, **or**
- 11.1.1.3. have been recognized by a competent court, without further legal recourse, or have been established and are ready for decision by a competent court.

11.1.2. You are entitled to exercise a right of retention vis-à-vis claims from us, only if such right of retention is based on claims from the same contractual relationship.

11.2. Translations: We may, at our sole discretion, translate these GTC-WR into other languages. In this case, the terms and conditions are binding in the language in which the client has completed the order process, including the process in which the client has sent Sono Motors the order, by activating the button, "Reserve with an obligation to pay".

11.3. Choice of Law; Venue and Alternative Dispute Resolution

- 11.3.1. The contractual relationship between the client and Sono Motors is subject to the substantive laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG; Vienna Convention) is excluded. Notwithstanding, if the client is a final consumer, she shall not be deprived of the protection, afforded to the client by provisions that cannot be derogated from, by agreement, by the law of the country in which the client habitually resides.
- 11.3.2. If the customer is a merchant, a legal entity under public law, or a special funds under public law, the courts having jurisdiction in Munich, Germany, shall enjoy the exclusive jurisdiction, regarding any dispute arising out of, or in connection with this contract, these GTC-WR, or the sales contract. Sono Motors may, however, remain entitled to bring an action against the client, before a court of the client's habitual residence.
- 11.3.3. The European Commission operates a platform for online dispute resolution (ODR) according to Art. 14(1) of Regulation (EU) No. 524/2013, which can be accessed at <<http://ec.europa.eu/consumers/odr>>. Note, however, Sono Motors is not legally required or prepared to, additionally, participate in dispute resolution procedures, before a consumer arbitration board, as provided for by the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz; VSBG).



Special Terms and Conditions  
"STC-PA"  
for vehicle reservations in partial amounts

(Version: 15.1  
of 07 January 2023)

by

Sono Motors GmbH  
Waldmeisterstrasse 76  
80935 Munich  
Germany  
("Sono Motors" or "we")

## 1. Purpose and Effectiveness - What is the scope of these STC-PA?

- 1.1. These Special Terms and Conditions (STC-PA) apply in addition to the General Terms and Conditions for Vehicle Reservations (GTC-WR) in version 15.1 dated 07 January 2023, if a vehicle reservation (or increase) has been agreed in several partial amounts (selection of the button "Pay in three partial amounts" as part of the order process on the homepage).
- 1.2. The subject matter of these STC-PA is the agreement that the vehicle reservation (or increase) will be made in several partial amounts, each upon reaching a certain milestone.
- 1.3. Unless otherwise set out in these STC-PA, the provisions of the GTC-WR shall apply. In particular, the right of withdrawal pursuant to clause 8 of the GTC-WR shall apply.

## 2. Procedure - How can I reserve in several partial amounts?

- 2.1. The contract is concluded in the case of a reservation (or increase) in partial amounts as described in clause 2.1. of the GTC-WR.
- 2.2. Your reservation (or increase) will initially only be valid for the first partial amount. The reservation for the first partial amount will entitle you to purchase an electric vehicle as described in clause 1.1. of the GTC-WR, provided that you can only request that the first partial amount be credited against the purchase price. Your payment obligation for the first partial amount is subject to the condition precedent according to clause 6.1. of the GTC-WR (the Minimum Threshold is reached); this can occur at the earliest on 26 January 2023. ("**Milestone 1**")
- 2.3. The reservation (or increase) for the second agreed partial amount will become effective no earlier than 31 March 2023 and is furthermore subject to the condition precedent that the Minimum Threshold has been reached and that Sono Motors and Sono Group acquire further payment obligations and/or receive actual payments after the Minimum Threshold has been reached, resulting in a total amount of at least 130,000,000.00 euros (one hundred and thirty million euros) excluding German VAT if applicable and including the binding promises for payments and/or actual payments resulting from clause 6.1. of the GTC-WR ("**Milestone 2**"). When said condition

is met, your reservation (or increase) is increased by the second partial amount; you will now be entitled to have the first and second partial amounts be credited against your purchase price when entering into the purchase contract.

- 2.4. The reservation (or increase) for the third agreed partial amount will become effective at the earliest on 15 June 2023 and is furthermore subject to the condition precedent that the Minimum Threshold has been reached and the first Pre-series Vehicle (SVC4) has been Fully assembled ("**Milestone 3**").  
"**Pre-series Vehicle**" in this sense means a vehicle that has substantially been manufactured using processes and equipment of a series production.  
"**Fully assembled**" means that the vehicle has been assembled with the intended components in accordance with the vehicle technical specification (VTS). When said condition is met, your reservation (or increase) is increased by the third partial amount; when you subsequently conclude the purchase contract, you can now request credit for all three partial amounts as well as the discount agreed for the reservation (or increase).
- 2.5. When Milestones 2 and 3 are met, we will in each case notify you in text form and arrange for payment of the respective partial amount. The provisions of clauses 6.2. and 6.3. of the GTC-WR apply accordingly.
- 2.6. Milestones 2 and 3 can only be achieved by 31 December 2023 at the latest. There is also the possibility that Milestone 3 is reached before Milestone 2. In this case, the reservation (or increase) for the third partial amount in accordance with Clause 2.4 shall also take effect before that for the second partial amount in accordance with Clause 2.3.



**Annex A:**

**SAMPLE WITHDRAWAL FORM**

**If the customer wishes to cancel the contract, this form can be filled out and sent.**

**To: Sono Motors GmbH, Waldmeisterstraße 76, 80935 Munich, Germany (E-Mail: [leaving@sonomotors.com](mailto:leaving@sonomotors.com)):**

**I/We\* hereby give notice that I/We withdraw from my/our\* contract of sale of the following goods\*/for the provision of the following service\*,**

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**Ordered on\*/received on\*,** \_\_\_\_\_

**Name of consumer(s),**

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**Address of consumer(s),**

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**Signature of consumer(s) (only if this form is notified on paper)**

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

**\* Delete as appropriate.**