

**General Terms and Conditions  
for Offsetting the Reservation Amount for the Purchase  
of a Participation Code  
and  
Right of Withdrawal**

(Version: 12.03.2020)

of

**Sono Motors GmbH**

Waldmeisterstraße 76,

80935 München

Germany

(Sono Motors)

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These General Terms and Conditions for Offsetting the Reservation Amount for the Purchase of a Participation Code (hereinafter GTC) apply exclusively to all agreements regarding reservations of vehicles of Sono Motors GmbH, Waldmeisterstr. 76, 80935 München, Deutschland (Tel.: +49 (0)89 45205818, email: info@sonomotors.com) concluded before January 21, 2020.

## 1) Agreement

- a) Sono Motors offers customers with an existing reservation the option of offsetting a part of the reservation amount and purchasing a participation code on the Sono Motors website. The display of this option does not constitute a binding offer by Sono Motors, but rather an invitation for the customer to submit a request.
- b) The offsetting and purchase of the participation code is only offered to customers who have already concluded a reservation contract before 21.01.2020 and the customer has paid a deposit at least equal to the offsetting amount.
- c) If the Sono Motors website is used to submit this request, the contract for the offsetting of a part of the reservation amount and the purchase of the participation code is concluded when
  - (i) the conditions specified in point (b) are met,
  - (ii) the customer follows the procedure on the website and confirms the request by activating the button labelled "place a binding order", and
  - (iii) Sono Motors expressly confirms the order by email.
- d) Sono Motors will promptly acknowledge receipt of the request via the website by email. For clarification, Sono Motors points out that, unless expressly stated otherwise in this email, acknowledgement of receipt does not constitute acceptance of an application.
- e) Further, Sono Motors will provide a copy of all contractual documents to the client, including a copy of the order, as well as a copy of these GTC, via email; these documents need to be stored, permanently, by the client. Sono Motors will not store any documentation for the client.
- f) In case of a offsetting and the purchase of the participation code by other means, the contract for the acquisition of the participation code is concluded in accordance with the statutory provisions by acceptance and offer.

## 2) Purpose; in Relation to Previous Contracts

- a) Subject of the contract is the purchase of a participation code over a previously determined amount. For this purpose, a partial amount of the

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down payment already paid is offsetted in the agreed amount ("**offsetting amount**"). The offsetting amount may not exceed the portion of the down payment already paid to Sono Motors. The offset amounts stated on the Sono Motors website include the statutory German value added tax (VAT) and other statutory German excise taxes.

- b) After signing the contract, the customer will receive a Sono Motors participation code by email or for download in the customer account on the Sono Motors website. After expiry of the revocation period in accordance with clause 4)a)aa), this entitles the customer to receive an offer from the responsible Renault dealer to conclude a leasing or financing contract for a vehicle of the type Renault Zoe INTENS R135 Z.E.50 against presentation to Renault Deutschland AG ("**Renault**"), whereby the offset amount is credited against the down payment to be paid by the customer. The conclusion of this contract does not give the customer the right to conclude a leasing or financing contract with Renault. Renault's offer is only valid while stocks last.
- c) The participation code is not transferable to third parties.
- d) The participation code can be redeemed until 31 December 2020.
- e) The purchase of the participation code reduces the down payment to be made and paid on the basis of the reservation contract ("**reservation amount**") by the offsetting amount. Therefore, in the event of the purchase of the Sion, the offset amount can no longer be offset against the purchase price according to the provisions of the reservation contract, unless the participation code has been returned in accordance with section 5).

### 3) Arrangements for the leasing or financing contract to be concluded with Renault

- a) Renault alone is responsible for the content of the offer to conclude a leasing or financing agreement. Renault applies special conditions agreed with Sono Motors when using the participation code. Sono Motors cannot guarantee that these special conditions are in every case more favourable than the conditions that the customer would have received without using the Participation Code. The conditions depend on the amount of the offset amount and can be requested from Renault in advance.
- b) If the participation code is used, Renault's offer may include an obligation on the part of the participating customer to register the vehicle in his or her own name or company for at least the first six months. The customer also undertakes to Sono Motors to comply with this condition.
- c) In the event of a dispute between Renault and Sono Motors as to whether the requirements of letter b) have been met, the customer is obliged to

assist Sono Motors in proving that the vehicle has been used in accordance with the contract.

#### 4) Withdrawal

##### a) Right of Withdrawal

- aa) If the client is a consumer, i. e. the contract has been concluded for purposes, which are, predominantly, not attributable to a commercial, or selfemployed professional activities, and the contract, regarding the offsetting and the purchase of the participation code, was concluded through Sono Motors' 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, the client may withdraw from the contract, regarding the reservation, within 14 days, without having to provide Sono Motors any reasons. The withdrawal period will expire after 14 days, from the day on which the participation code was delivered.
- bb) To exercise the right of withdrawal, the client must inform Sono Motors, Waldmeisterstraße 76, 80935 Munich, Germany, email: [leaving@sonomotors.com](mailto:leaving@sonomotors.com), about the withdrawal from this contract, by a formal declaration, made as a letter sent by post, fax or email. The client may employ the in Annex A attached model withdrawal form.
- cc) 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.

##### b) Consequences of withdrawal

- aa) If the customer withdraws from the contract to offset the reservation amount and purchase a Participation Code, Sono Motors will reverse the charge and declare the participation code invalid. The offset amount will then be treated as it would have been treated without the conclusion of this contract. The offset amount will then be deducted from the purchase price of the Sion in accordance with the terms of the reservation contract.
- bb) With the withdrawal all rights described in this contract expire.
- cc) The originally concluded reservation contract remains unaffected by a withdrawal of this contract; in case of a withdrawal of this contract, the reservation contract continues to be valid in its original form without the changes made by these GTC.

- c) Revocation, withdrawal and cancellation of the reservation contract
  - aa) Revocation, withdrawal and cancellation of the originally concluded reservation contract are subject to its provisions.
  - bb) In case of a withdrawal, revocation or cancellation of the reservation contract, this contract shall continue to exist. The settlement amount will not be refunded unless the participation code has been or will be returned according to clause 5). The contract between the customer and Renault also remains unaffected. The rights of withdrawal and revocation regulated therein apply to this contract.

## **5) Return of the Participation Code**

- a) Right of return
  - aa) If the customer does not use the participation code and therefore no contract is concluded between him/her and Renault, he/she may return the participation code to Sono Motors free of charge until 31 March 2021.
  - bb) To return the participation code, the customer must inform Sono Motors, Waldmeisterstraße 76, 80935 Munich, Germany, e-mail: [leaving@sonomotors.com](mailto:leaving@sonomotors.com), by a clear statement, such as a letter, fax or e-mail, of the decision to return the participation code.
  - cc) The right to return the participation code with the above-mentioned consequences does not apply if the customer has concluded a leasing or financing contract with Renault using the participation code.
- b) Consequences of the return
  - aa) If the customer returns the participation code, Sono Motors will reverse the charge and declare the participation code invalid. The offset amount will then be treated as it would have been treated without the conclusion of this contract. The offset amount will then be deducted from the purchase price of the Sion in accordance with the terms of the reservation contract.
  - bb) The originally concluded reservation contract remains unaffected by a return of the participation code; the reservation contract continues to apply in the case of a return in its original form without the changes made by these GTC.

## 6) Liability

- a) Sono Motors shall be fully liable, according to statutory provisions, (i) for damages resulting from injury to life, body or health, due to negligent breach of duty, by Sono Motors, its legal representatives or persons employed to perform any of its contractual obligations, i. e. vicarious agents, and/or (ii) for other damages resulting from an intentional or grossly negligent breach of duty, by Sono Motors, its legal representatives or persons employed to perform any of its contractual obligations, i. e. vicarious agents.
- b) Insofar, as Sono Motors is the manufacturer or is deemed to be the manufacturer, of the electric vehicle, Sono Motors 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. Sono Motors' liability, according to letters a), c) and d) shall remain unaffected.
- c) Should Sono Motors have furnished a separate guarantee or any other form of strict liability, Sono Motors 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 letters a), b) and d), shall remain unaffected.
- d) Sono Motors shall further be liable for damages, resulting from a negligent breach of a contractual obligation, the fulfilment of which is a prerequisite, for the proper performance of the contract, and on the fulfilment 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 letters a) to c) above.
- e) In all other cases, Sono Motors' liability for damages, under any theory of law, shall be excluded. In particular, Sono Motors is not liable either for the conclusion of a leasing or financing agreement with Renault or for the fulfilment or any warranty or compensation claims between the customer and Renault.
- f) The limitation of liability, under this clause 6), shall also be applicable, mutatis mutandis, for the benefit of Sono Motors' legal representatives, organs, and members of staff.
- g) If the customer violates the obligation under clause 3) b), he/she is obliged to compensate Sono Motors for the damage resulting from this violation.

## 7) Miscellaneous

- a) Offset and right of retention
  - aa) The client is entitled to offset any claims against claims from Sono Motors, in case that the claims (i) originate from the same contractual relationship, (ii) have not been challenged by Sono Motors, have been recognized by a competent court, without further legal recourse, or have been established and are ready for decision, by a competent court.
  - bb) The client is entitled to exercise a right of retention vis-à-vis claims from Sono Motors, only if such right of retention is based on claims from the same contractual relationship.
- b) No Assignment: Neither this contract nor the subsequent sales contract, and the rights pertaining therein, may be assigned, resold, or otherwise transferred, in whole or in part, by the client, without prior written consent of Sono Motors. However, should the client be a merchant, i. e. a “Kaufmann”, according to the interpretation of clause 1 of the German Commercial Code (Handelsgesetzbuch), Paragraph 354a of the German Commercial Code (Handelsgesetzbuch) shall remain unaffected.
- c) Translations: Sono Motors may, at its sole discretion, translate these GTC-VR 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, “place a binding order”

## 8) Choice of Law; Venue and Alternative Dispute Resolution

- a) 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 normally resides.
- b) Unless the client is a consumer, 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-VR, 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.
- c) 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

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resolution procedures, before a consumer arbitration board, as provided for by the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz; VSBG).

**Annex A:**

**Model withdrawal form**

- To Sono Motors GmbH, Waldmeisterstraße 76, 80935 Munich, Germany  
(e-mail: [leaving@sonomotors.com](mailto:leaving@sonomotors.com)):
- Herewith, I, Name and Surname, withdraw from the contract, entered with Sono Motors, for the purchase of the agreed goods and/or services.
- Order date, on Date, and receiving date, on Date.
- Address of the client
- Signature of the client