



## General Terms & Conditions

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These Terms & Conditions (hereinafter "T&Cs") apply to all reservations of vehicles of Sono Motors GmbH, Waldmeisterstr. 76, 80935 München, Deutschland (Tel.: +49 89 45205818, E-Mail: info@sonomotors.com).

### 1. Conclusion of Contract

1.1. The display of our reservation options on our website does not constitute a legally binding offer but an invitation to treat.

1.2. If you reserve through our website, the contract will be concluded when (i) you follow the ordering process on the website for our online shop and confirm your order by activating the button labelled "buy" or "order with an obligation to pay" and, (ii):

- we explicitly accept your order by sending you a respective email; or
- if you have chosen payment by SEPA Credit Transfer (clause 6.2.1 below): we have asked you to make a credit transfer of the agreed amount; or
- if you have chosen payment by credit card (clause 6.2.2 below): your credit card is charged with the agreed amount; or
- if you have chosen payment by PayPal (clause 6.2.3 below): your payment is confirmed by PayPal (PayPal (Europe) S.à.r.l. et Cie, S.C.A. or the respective affiliated company); or
- if you have chosen payment by Giropay (clause 6.2.4 below): your payment is confirmed by Giropay GmbH; or
- if you have chosen payment by SOFORT-Überweisung (clause 6.2.5 below): your payment is confirmed by SOFORT AG (or the respective affiliated company).

1.3. In addition, we will immediately confirm receipt of your order through our website by email. For the avoidance of doubt, this initial conformation does not constitute acceptance of your order unless explicitly set forth therein.

1.4. We will also provide you with a copy of all contractual documents, including a copy of your order as well as a copy of these T&Cs via email, which can be permanently saved by you. We will not additionally save the contractual documents for you.

1.5. If you reserve through other means, the contract will be concluded according to statutory provisions by offer and acceptance.

### 2. Subject-Matter of the Contract

2.1. The subject-matter of the contract is the reservation of a motor vehicle as indicated during your order. By making a reservation, you are purchasing the right to buy a vehicle as set out in Clause 4 below. The price for the reservation will be credited to the purchase price of the vehicle (similar to a voucher). In addition, Sono Motors may, at its own discretion, offer test drivers as set out in Clause 3 below.

2.2. **Making the reservation does not directly entitle you to receive a vehicle.**

2.3. The reservation is only made for the purpose of entering into a sales contract for the vehicle indicated in the order. The amount paid for the reservation can only be returned in case of a withdrawal under clause 7 below or a rescission under clause 8 below.

### 3. Test Drives

3.1. If Sono Motors selects to provide test drives, these will typically take place in the twelve months starting with the end of July 2017. In this case, Sono Motors may suggest multiple dates or a period of time for such test drives. You may make an appointment for a test drive within these limits, provided that such date and time has not already been assigned to another customer.

3.2. The test drives will generally take place in several cities in Germany. Sono Motors may, at its own discretion, offer test drives on selected dates in other countries and cities. Sono Motors will endeavor to provide test drives in any country in which there are more than 500 reservations; normally such test drives will then take place in the capital of such country, in countries with more than 1000 reservations, such test drives may take place in additional cities.

3.3. In order to participate in a test drive, you will be required to hold a driver's license valid in Germany for vehicles of class B (including driver's licenses of the former German class 3 and foreign driver's licenses valid in Germany) or, respectively, a corresponding driver's license valid at the place of the test drive. You will be required to present the driver's license to Sono Motors prior to the test drive.

3.4. You will be responsible for arranging your travel to the test drives and accommodation at your own costs.

### 4. Entering into the Sales Contract

4.1. At an appropriate time, Sion Motor will offer you the reserved vehicle for purchase.

4.2. The purchase price for the vehicle Sion will be 16.000 €. Sono Motors may, at their own discretion, offer extras or higher-end models for an additional payment. Depending on the price level of your reservation, Sono Motors will grant you a discount as indicated in your reservation. The price of the reservation will always be credited in full towards the purchase price (like a voucher).

4.3. The batteries required to operate the vehicle are not included in the purchase price. When entering into the sales contract, Sono Motors will make you an offer for purchasing or renting these batteries for a reasonable and fair price.

4.4. The vehicles will be delivered in Bremerhaven, Germany. Sono Motors may offer deliveries at other locations in Germany and other countries against a reasonable additional payment. In this case, clause 5.3 below will apply regarding applicable taxes.

4.5. For the sales contract of the vehicle, the statutory warranty period of two years will be agreed. For the sales contract, clauses 9 to 10 below will be applicable *mutatis mutandis*.

### 5. Prices; Taxes

5.1. The prices shown on our website include the applicable value-added tax (VAT) as well as other applicable consumption taxes.

5.2. If you transport the vehicle into another country within our outside of the European Union, you will be responsible for all custom duties, taxes and other levies resulting therefrom. Upon export, you may have the right to reclaim the German value-added tax from Sono Motors or German finance authorities.

5.3. In case that Sono Motors offers a delivery outside of Germany, applicable consumption taxes may be higher or lower. In this case, the sales contract offered by Sono Motors will include the respective higher or lower purchase price; in case that the new purchase price is lower, Sono Motors will refund you the difference.

### 6. Payment methods

**6.1.** The price for the reservation and the right set out in clause 2 above will be due when the contract regarding the reservation is concluded.

**6.2.** We offer the following payment methods

**6.2.1. SEPA Credit Transfer**

You can pay via SEPA credit transfer to the bank account indicated in your order confirmation. If you pay by credit transfer from a bank account outside of the Single Euro Payments Area (SEPA), you shall be liable for all resulting banking fees and other charges. In order to ensure that the full amount is credited to our bank account, you will be required to give the "OUR instruction" (payer pays all transfer charges).

**6.2.2. Credit Card**

You can pay via VISA or Mastercard. Your credit card will be charged at the end of the ordering process.

**6.2.3. PayPal**

Your PayPal account will be charged at the end of the ordering process. In order to pay via PayPal, you will need to open an account with the online payment provider PayPal (Europe) S.à.r.l. et Cie, S.C.A. or one of its affiliated companies. PayPal may also allow payments without an account (guest access).

**6.2.4. Giropay**

Your bank account will be charged at the end of the ordering process. In order to pay via Giropay, which is provided by Giropay GmbH, an account with a German bank taking part in Giropay is required.

You will only need your bank code, account number, PIN and TAN; no prior registration for Giropay is required.

**6.2.5. SOFORT-Überweisung**

SOFORT Überweisung by SOFORT AG is available for bank accounts supporting internet banking in Germany, Austria, Switzerland, Belgium, Czech Republic, France, the Netherlands, Poland, Slovakia, Spain and the United Kingdom (please note that a few banks in such countries may not be supported). You will only need your bank code, account number, PIN and TAN; no prior registration for SOFORT Überweisung is required.

At the end of the ordering process, you will be forwarded to a secure payment form of SOFORT AG, which is not accessible to us. This form will already contain our account number, the payment amount and the payment reference. You will be asked to select the country in which your bank is located and enter your bank code. You will be asked to authorise yourself using the same information that you normally use for internet banking, and to confirm the transaction with a TAN (or any other means as agreed between you and your bank). This will authorise a credit transfer from your bank account directly to our bank account. You will immediately receive a confirmation.

You can find additional information regarding SOFORT Überweisung at <https://www.sofort.com/eng-DE/buyer>

**6.3.** When entering into the sales contract, Sono Motors may offer additional payment methods at their own discretion.

**7. Withdrawal from Contract**

**7.1. Right of Withdrawal**

**7.1.1.** If you are a consumer (i.e., you have concluded the contract for purposes which are predominantly not attributable to your commercial or self-employed professional activities), and the contract (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) (distance contract), you have the right to withdraw from the contract (regarding the reservation) within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which the contract was concluded.

**7.1.2.** To exercise the right of withdrawal, you must inform us (Sono Motors GmbH, MTZ, Agnes-Pockels-Bogen 1, 80992 Munich, Germany, email: [leaving@sonomotors.com](mailto:leaving@sonomotors.com)) of your decision to withdraw from this

contract by an unequivocal statement (e.g. a letter sent by post, fax or email). You may use the attached model withdrawal form, but it is not obligatory.

7.1.3. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

## **7.2. Effects of withdrawal**

7.2.1. If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from the contract.

Within the single euro payments area (SEPA), we will carry out such reimbursement by credit transfer to the international bank account number (IBAN) specified by you. Otherwise, we will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement.

7.2.2. Upon withdrawal, your rights as described under clause 2 above will cease.

## **7.3. Right of Withdrawal for the Sales Contract**

7.3.1. When you purchase the vehicle, the statutory right of withdrawal for consumers will only exist when the sales contract according to clause 4 above is made as a distance contract, and when no extras made to your specifications have been agreed.

7.3.2. For this right of withdrawal, clauses 7.1 and 7.2 above will apply accordingly, provided that the withdrawal period will be 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. We may withhold reimbursement until we have received the vehicle back or you have supplied evidence of having sent back the goods, whichever is the earliest. 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 communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately 1,000 € within Germany.

7.3.3. We will separately inform you of this right of withdrawal when entering into the contract.

## **8. Rescission after Withdrawal Period**

8.1. Even after expiry of the right of withdrawal (clause 7.1 above), you may rescind the contract regarding the reservation, if:

(a) You decide that you do not wish to enter into the sales contract offered by Sono Motors according to clause 4 above; or

(b) Sono Motors has not offered you to enter into a sales contract according to clause 4 above by 31 December 2019; or

(c) there exists a right of withdrawal for the sales contract (cf. clause 7.3 above), and you have made use of such right within the withdrawal period; or

(d) there exists a statutory right to rescind the sales contract or, respectively, a contractual right to rescind the sales contract agreed when the sales contract was made, and you have made use of such right (e. g., if there are defects and the repairs have failed); or

(e) the sales contract is or becomes invalid for any other reason.

**8.2.** To rescind the contract, you must inform us (Sono Motors GmbH, MTZ, Agnes-Pockels-Bogen 1, 80992 Munich, Germany, email: leaving@sonomotors.com) of your decision to rescind this contract by an unequivocal statement (e.g. a letter sent by post, fax or email).

You may combine the rescission of the reservation with the withdrawal from or rescission of the sales contract as set out in clause 8.1(c) above and 8.1(d).

**8.3.** If you rescind this contract, we shall reimburse to you all payments received from you for the reservation.

Within the single euro payments area (SEPA), we will carry out such reimbursement by credit transfer to the international bank account number (IBAN) specified by you. Otherwise, we will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement.

**8.4.** Upon rescission, your rights as described under clause 2 above will cease.

## **9. Liability (*Haftung auf Schadensersatz*)**

**9.1.** We 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 us, our legal representatives or persons used to perform any of our obligations (vicarious agents), and (ii) for other damages resulting from an intentional or grossly negligent breach of duty by us, our legal representatives or persons used to perform any of our obligations (vicarious agents).

**9.2.** Insofar as we are the producer or deemed to be the producer, 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 9.1 above and 9.3 to 9.4 below shall remain unaffected.

**9.3.** Should we have furnished a separate guarantee or have promised 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. Our liability according to clauses 9.1 to 9.2 above and 9.4 below shall remain unaffected.

**9.4.** We 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 you will typically rely and can reasonably rely (so-called essential obligations), by us, our legal representatives or persons used to perform any of our obligations (vicarious agents). However, our respective liability shall be limited to the amount of damages that is typical for the type of contract and foreseeable upon conclusion of the contract, provided that there is no more extensive liability under clauses 9.1 to 9.3 above.

**9.5.** In all other cases, our liability for damages under any theory of law shall be excluded.

**9.6.** The limitation of liability under this clause 9 shall also be applicable mutatis mutandis for the benefit of our legal representatives, organs, and members of staff.

## **10. Miscellaneous**

### **10.1. Offset and right of retention**

**10.1.1.** You are entitled to offset your claims against our claims only in case that your claims (i) originate from the same contractual relationship, or (ii) have not been contested by us, have been recognized by a competent court without further legal recourse, or have been established and are ready for decision by a court.

**10.1.2.** You are entitled to exercise a right of retention vis-à-vis our claims only if such right of retention is based on claims of you originating from the same contractual relationship as our claim.

**10.2. No Assignment by you**

The contract and the rights pertaining thereto may not be assigned, resold, or otherwise transferred in whole or in part by you without our prior written consent. However, should you be a merchant (Kaufmann) within the meaning of § 1 of the German Commercial Code (Handelsgesetzbuch), § 354a of the German Commercial Code (Handelsgesetzbuch) shall remain unaffected.

**10.3. Translations**

Wir können nach unserem Ermessen Übersetzungen dieser AGB in andere Sprachen erstellen. In diesem Fall sind nur die AGB in der Sprachfassung verbindlich, in der Sie den Bestellprozess durchlaufen haben und in der Sie uns ihre Bestellung durch Aktivieren der Schaltfläche „kaufen“ bzw. „kostenpflichtig bestellen“ übermittelt haben.

**10.4. Choice of Law; Venue and Alternative Dispute Resolution**

**10.4.1.** The contractual relationship between you and us 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 you are a consumer, you shall not be deprived of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the law of the country in which you have your habitual residence.

**10.4.2.** Unless you are a consumer, the courts having jurisdiction in Munich, Germany shall be the exclusive venue with regard to any dispute arising out of or in connection with the contract or these Terms & Conditions. We shall, however, remain entitled to bring an action against you before the courts of your habitual residence.

**10.4.3.** 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>>. We are 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*).

**Annex: Model withdrawal form**

(complete and return this form only if you are a consumer and wish to withdraw from the contract)

- To Sono Motors GmbH, Waldmeisterstr. 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 (\*),
  - Ordered on (\*)/received on (\*),
  - Name of consumer(s),
  - Address of consumer(s),
  - Signature of consumer(s) (only if this form is notified on paper),
  - Date
- (\*) Delete as appropriate.