



Terms and Conditions of Sale for New Vehicles

1. Introductory provisions

- 1.1 These terms and conditions of sale for new vehicles (hereinafter referred to as the “Terms and Conditions of Sale”) of Daimler Truck Česká republika s.r.o. with its registered office at Bavorská 2666/16, Stodůlky, 155 00 Prague 5, Company ID No. (IČ): 06418147, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 281781 (hereinafter referred to as the “Seller”), are an integral part of the purchase contract for the purchase of a new vehicle entered into and concluded between the Seller and Buyer (hereinafter referred to as the “Buyer”) (jointly referred to as the “Parties to the Contract”).
- 1.2 An integral part of the Purchase Contract is also the Warranty Terms and Conditions in the relevant scope, Handover Protocol, as well as any other part according to specific circumstances (all parts hereinafter referred to as the “Purchase Contract”).
- 1.3 The definition of the vehicle (or only the chassis) is determined by to the meaning and definition of the vehicle (or only the chassis) in the individual Purchase Contract entered into and concluded between the Seller and the Buyer (hereinafter referred to in these Terms and Conditions of Sale as the “Vehicle”).
- 1.4 If the Buyer should additionally determine the characteristics of the Vehicle and fails to do so in time, the Seller shall determine them and notify the Buyer of the characteristics determined by the Seller. The Buyer shall be bound by the characteristics determined by the Seller, unless the Buyer immediately notifies the Seller that the characteristics of the Vehicle differ from those determined by the Seller.

2. Conclusion of the Purchase Contract and its amendment

The Purchase Contract comes into force and effect when signed by both Parties to the Contract. The Purchase Contract supersedes all prior arrangements and agreements between the Parties to the Contract concerning the Vehicle. No collateral oral agreements to the Purchase Contract have been made. Any amendments or additions to the Purchase Contract shall be made in writing.

3. Purchase price, payment terms

- 3.1 In the Purchase Contract, the Parties to the Contract have agreed on the purchase price of the Vehicle, which includes customs duties, VAT at the applicable rate and the cost of transporting the Vehicle from the manufacturer to the Seller's registered office (hereinafter referred to as the “Purchase Price”).
- 3.2 The Purchase Price may be unilaterally changed by the Seller (increased or decreased) under the terms and conditions set out in Articles 3.3 to 3.7 of these Terms and Conditions of Sale (hereinafter referred to as the “Final Purchase Price”). The Purchase Price, or the Final Purchase Price, shall be stated by the Seller in the final invoice for the Vehicle (hereinafter referred to as the “Final Invoice”). The Purchase Price or a part thereof may be agreed between the Parties to the Contract from the outset in EURO currency, in which case the provisions of Articles 3.3 and 3.7 shall not apply. If the Buyer is a consumer, pursuant to Section 419 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the “Civil Code”), and is not purchasing the Vehicle for business purposes, the Seller shall explicitly warn the Buyer about the change in the Purchase Price as soon as the circumstance provided for in Articles 3.3 to 3.7 arises, and the Buyer shall be entitled to withdraw from the Purchase Contract if the Purchase Price is increased in accordance with Articles 3.3 and 3.5 by more than 10% within 14 days from the notification of the increase in the Purchase Price. If the Buyer does not rescind in accordance with the previous sentence, only the Purchase Price shall change, while the other provisions of the Purchase Contract shall remain unchanged and in force.
- 3.3 If the exchange rate of the foreign exchange market EURO/CZK announced by the Czech National Bank and valid on the day of the conclusion of the Purchase Contract changes by more than 4% in comparison with the exchange rate valid on the day preceding the day of the issue of the Final Invoice (Article 3.9), the Seller shall be entitled to increase or decrease the Purchase Price by the amount corresponding to the change in the exchange rate. If the date of the Final Invoice falls on a Saturday, Sunday or public holiday, the exchange rate of the Czech National Bank announced on the last working day before the date of the issue of the Final Invoice shall apply.
- 3.4 If, between the date of conclusion of the Purchase Contract and the date of the issue of the Final Invoice (Article 3.9), there is a change in customs duties or tax regulations that affects the amount of the Purchase Price, the Purchase Price shall be changed by the amount corresponding to such changes.
- 3.5 If there is a change in the Inflation Rate in the period after the conclusion of the Purchase Contract to the date of delivery of the Vehicle expressed by an increment in the average annual consumer price index (“Inflation Rate”) published by the Czech Statistical Office (“Office”), the Seller shall be entitled to unilaterally adjust the Purchase Price by a maximum amount equal to the Inflation Rate. The Seller shall notify the Buyer of such adjustment of the Purchase Price at least 3 (in words: three) calendar months prior to the delivery of the Vehicle in writing (which may be in written or electronic form), whereby the Parties to the Contract have agreed that such adjustment of the Purchase Price shall not require the conclusion of an amendment to the Purchase Contract.
- 3.6 If, in the period between the conclusion of the Purchase Contract and the date of delivery of the Vehicle, there is a change in the increase in the Seller's costs that is so significant that it would result in a particularly gross disproportion in the rights and obligations of the Parties to the Contract to the detriment of the Seller, the Seller shall be entitled to unilaterally adjust the Purchase Price. The Seller shall notify the Buyer of such change at least 3 (in words: three) calendar months prior to the delivery of the Vehicle. If the Buyer does not agree, both Parties to the Contract undertake to resume negotiations on the Purchase Contract in order to reach an agreement on the amount of the Purchase Price. If it is not possible to reach an agreement, the Parties to the Contract are entitled to cancel the Purchase Contract with immediate effect. In such a case, the Purchase Contract shall be terminated on the day of



delivery of the notice of termination to the other party.

- 3.7 If the Purchase Price has been agreed in CZK currency and the CZK currency is abolished as a means of payment between the date of the conclusion of the Purchase Contract and the date of the issue of the Final Invoice (Article 3.9), the Purchase Price shall change automatically (i.e., without any additional agreement of the Parties to the Contract). In such a case, the amount of the Purchase Price shall be set in EURO currency in order to maintain the equivalent value of the Purchase Price in CZK expressed in EURO, calculated according to the officially fixed conversion coefficient.
- 3.8 If the Purchase Contract between the Parties to the Contract so provides, the Buyer shall pay a part of the Purchase Price, the amount of which shall be agreed upon by the Parties in the Purchase Contract (hereinafter referred to as the "Deposit"). The Deposit shall not bear interest. No later than at the moment of concluding the Purchase Contract, the Seller shall hand over to the Buyer a demand for payment of the Deposit, stating the due date of the Deposit, and after its payment the Seller shall issue to the Buyer a receipt for the receipt of the Deposit. If the Seller has the Vehicle in stock, the Seller may agree with the Buyer in the Purchase Contract that the Buyer shall not pay the Deposit.
- 3.9 Prior to the Buyer's acceptance of the Vehicle by the Buyer (Article 5), the Seller shall notify the Buyer in writing of the Final Purchase Price and send the Buyer the Final Invoice containing the difference between the Deposit referred to in Article 3.8 and the Final Purchase Price (hereinafter referred to as the "Balance of the Purchase Price"). The Buyer shall pay the Balance of the Purchase Price within a period of seven calendar days from the date of delivery of the Final Invoice referred to in the previous sentence.
- 3.10 When making a payment under the Purchase Contract the amount of which exceeds the amount of CZK 270,000 (hereinafter referred to as the "Limit"), the Buyer shall make a non-cash payment to the relevant bank account of the Seller specified in the Purchase Contract. Payments in any foreign currency for the purpose of calculating the Limit shall be calculated in CZK using the exchange rate of the foreign exchange market announced by the Czech National Bank and valid on the day of the respective payment. The limit shall include all payments in CZK and in foreign currency made by the Buyer to the Seller within one calendar day and for the payment of performance from one Purchase Contract.
- 3.11 The date of payment of any payment or submission of the Deposit pursuant to Article 3.8 of the Purchase Contract is the date on which the Buyer credits the relevant payment to the relevant bank account of the Seller specified in the Purchase Contract or in the demand for payment, or the date on which the relevant payment is made in cash at the cash desk of the Seller at his/her registered office.
- 3.12 Payment or delivery of the Deposit according to the Purchase Contract shall be made by the Buyer in the currency specified in the Seller's documents. If the Purchase Price is agreed in the Purchase Contract in EURO currency, all payments of the Buyer under the Purchase Contract (e.g., the contractual penalty or storage costs under Article 5.2) shall be made in the EURO currency. If the Purchase Price is agreed partly in EURO currency and partly in CZK currency, the Buyer shall choose the currency of all other payments of the Seller. If the payments under the Purchase Contract are made as non-cash payments, the Buyer shall ensure that the Seller receives all payments in the agreed currency in full, i.e., the Buyer shall bear all costs related to the transfer of cash (e.g., cross-border payment charges).
- 3.13 If the Buyer defaults in payment of the Purchase Price to the Seller for more than 60 days, the Seller shall be entitled to a one-time contractual penalty in the amount of 15% of the Final Purchase Price and the right to withdraw from the Purchase Contract. The Parties to the Contract may agree to negotiate an additional reasonable period of time. The Buyer shall pay this contractual penalty within 5 calendar days from the date of delivery of the Seller's demand for its payment to the Buyer.
- 3.14 If the Buyer is not a consumer, the Buyer may set off the Seller's claims against the Buyer's claims only if the Buyer's claim has been recognized by the Seller in writing or is recognized by a final court decision. The Seller is entitled to offset the Buyer's claims under the Purchase Contract with any of his/her eligible claims against the Buyer, regardless of whether the Buyer is a consumer or an entrepreneur.
- 3.15 The Seller reserves the right to determine the maximum allowable amount of unpaid claims against the Buyer (hereinafter referred to as the "Credit Limit"), of which he/she shall notify the Buyer. In the event that the Credit Limit is exceeded, the Seller shall be entitled to demand advance payment from the Buyer, or payment of invoices already issued before delivering further goods or services.

4. Preliminary delivery date, preliminary delivery period, delivery terms

- 4.1 In the Purchase Contract, the Parties to the Contract have agreed on a preliminary delivery date by which the Vehicle shall be delivered to the Buyer (hereinafter referred to as the "Preliminary Delivery Date"). Alternatively, the Parties to the Contract have agreed on a preliminary delivery period within which the Vehicle shall be delivered to the Buyer (hereinafter referred to as the "Preliminary Delivery Period"). The Estimated Delivery Date is specified as a specific day. The Preliminary Delivery Period shall commence on the day following the conclusion of the Purchase Contract. If the Buyer is in default with the payment of the Deposit, the Preliminary Delivery Date or the Preliminary Delivery Period shall be extended accordingly.
- 4.2 In the event that the Seller does not have the Vehicle in stock, the Seller shall order it from the Vehicle manufacturer immediately upon receipt of the Deposit by the Seller. The Seller acknowledges that the final delivery date or final delivery period depends on the manufacturer's production capacity, the transport of the Vehicle from the manufacturer to the Seller and the Seller's service capacity as part of the pre-sale preparations. The Buyer further acknowledges that earlier than the agreed Estimated Delivery Date or Period is not usually possible due to the nature of the subject of the purchase. However, the Seller is entitled to deliver the Vehicle even at an earlier date than the Preliminary Delivery Date.
- 4.3 In case the Preliminary Delivery Date, alternatively the Preliminary Delivery Period, is not met, the Buyer shall not be entitled to withdraw from the Purchase Contract but shall be entitled to request the Seller to deliver the Vehicle within a reasonable alternative period 6 weeks after the expiry of the Preliminary Delivery Date, or alternatively the Preliminary Delivery Period. The Buyer shall only be entitled to withdraw from the Purchase Contract if the Seller does not deliver the Vehicle within the reasonable alternative period



pursuant to the previous sentence, and the last sentence of this paragraph 4.4 is not further applied. The Buyer shall not be entitled to compensation for any damage caused by late delivery of the Vehicle if the Seller is prevented from delivering the Vehicle by obstacles, circumstances or facts that occurred independently of the will of the Seller and/or the Vehicle manufacturer.

- 4.4 If the Vehicle cannot be delivered by the Vehicle manufacturer of this model as a consequence of the end of the Vehicle model series, the Purchase Contract shall be terminated, and the Seller shall not deliver the Vehicle to the Buyer. The Seller shall inform the Buyer about the end of the production of the Vehicle model series by the manufacturer of this Vehicle model immediately after becoming aware of this fact. In this case, unless the Parties to the Contract agree otherwise, the Seller shall return the Deposit to the Buyer within 15 calendar days after the notification according to the previous sentence.
- 4.5 The Buyer acknowledges that the Vehicle manufacturer may make changes to the design and/or shape of the Vehicle and/or the color of the Vehicle after the conclusion of the Purchase Contract and up to the date of delivery of the Vehicle, if it can reasonably be expected that the Buyer will agree to such changes. The Seller undertakes to inform the Buyer in writing of the changes made.

5. Acceptance of the Vehicle

- 5.1 Delivery and acceptance of the Vehicle by the Buyer shall be governed by the relevant Purchase Contract between the Parties to the Contract. Unless otherwise agreed between the Parties to the Contract in a particular case, the following is agreed.

The Seller shall notify the Buyer in writing of the date and place of the acceptance of the Vehicle (hereinafter referred to as the "Invitation to Accept the Vehicle"). Unless otherwise agreed in the Purchase Contract, the Buyer shall accept the Vehicle no later than within 30 calendar days from the date of delivery of the Invitation to Accept the Vehicle. The acceptance of the Vehicle, together with the date thereof, shall be confirmed by the Seller and the Buyer by their signatures in the Handover Protocol which is an integral part of the Purchase Contract. Unless the Parties to the Contract agree otherwise, the Buyer is entitled to accept the Vehicle provided that he pays the Seller:

- a. The Final Purchase Price in full and
 - b. all other claims of the Seller against the Buyer arising from the Purchase Contract, particularly claims referred to in Article 5.2 of these Terms and Conditions of Sale (hereinafter referred to as "Secondary Claims").
- 5.2 If the Buyer is in default of acceptance of the Vehicle, the Seller shall store the Vehicle for the Buyer in an open parking lot. In this case, the Buyer shall pay the Seller a storage fee of CZK 1,000 for each and start of each and every day of storage. If the Buyer does not take over the Vehicle within 30 calendar days from the date of delivery of the Invitation to Accept the Vehicle, the Seller shall be entitled to payment of a contractual penalty in the amount of 15% of the Final Purchase Price, in addition to the payment for the storage of the Vehicle. The Buyer shall pay this contractual penalty within 5 calendar days from the date of delivery of the demand for its payment to the Buyer. This shall be without prejudice to the Seller's right to claim compensation for all damages incurred as a result of the Buyer's breach of its obligation to accept the Vehicle. If the Buyer fails to accept the Vehicle within a reasonable additional period of time set by the Seller for acceptance of the Vehicle, the Seller shall be entitled to rescind the Purchase Contract. After the expiry of the time limit for taking over the Vehicle in accordance with Article 5.1 of these Terms and Conditions of Sale, the Seller is not liable for any damage to the Vehicle if the Purchase Price has already been paid and the change of ownership has been entered in the Road Traffic Register at the same time.
- 5.3 When accepting the Vehicle, the Buyer shall check that the Vehicle and its equipment comply with the Purchase Contract. By signing the Handover Protocol, the Buyer confirms that the Vehicle and its equipment comply with the Purchase Contract. In the Handover Protocol the Buyer, or his/her representative, shall also state the number of his/her ID card or other identity document.

6. Retention of title

- 6.1 Retention of title is stipulated in the Purchase Contract concluded between the Parties to the Contract. Unless otherwise agreed between the Parties to the Contract in a particular case, the following is agreed. The Seller shall retain title to the Vehicle and the Buyer shall only become the owner of the Vehicle upon full payment of the Purchase Price (Final Purchase Price respectively) and to any ancillary claims (hereinafter referred to as the "Retention of Title" and the "Duration of the Retention of Title").
- 6.2 For the Duration of the Retention of Title (i.e., until full payment of the Purchase Price and any ancillary claims) the Buyer shall immediately, at his/her own expense, conclude in favor of the Seller, as the insured, an insurance contract in the event of damage or destruction of the Vehicle as a result of an accident or as a result of the action of a working machine that is part of the Vehicle (e.g., dump truck, mechanical arm, etc.), or as a result of a natural disaster, or in the event of theft of the Vehicle or a part thereof, for the value of the new Vehicle (hereinafter referred to as the "Insurance"). The Buyer shall immediately provide proof to the Seller of the conclusion of the Insurance.
- 6.3 The Buyer shall immediately inform the Seller in writing if the Vehicle to which the Retention of Title applies becomes the subject of the execution of a decision or if it shall be included in a bankruptcy estate or there is a restriction to the Seller's title to this Vehicle by a third party or there is a threat of such restriction.
- 6.4 The risk of damage to the Vehicle shall pass to the Buyer already upon acceptance of the Vehicle. For the Duration of the Retention of Title the Buyer shall not be entitled to handle the Vehicle or be contractually bound to make the Vehicle available for use by a third party without the Seller's consent.
- 6.5 The Buyer shall maintain the Vehicle subject to the Retention of Title in perfect working order and shall promptly carry out all necessary repairs and maintenance.
- 6.6 In the event that the Buyer fails to insure the Vehicle or fails to properly perform any of its other obligations to the Seller, including the obligation to pay the Purchase Price, or in the event that the Buyer is declared bankrupt or otherwise acts in a manner detrimental to the Seller's interests, the Buyer shall forfeit the right to use the Vehicle for the Duration of the Retention of Title, unless the Seller determines otherwise.



7. Liability for Vehicle defects and quality guarantee

- 7.1 The quality guarantee and method of enforcement are regulated in the warranty terms and conditions for individual types of vehicles.
- 7.2 Liability for Vehicle defects is governed by the relevant provisions of the law.
- 7.3 The Buyer may enforce claims arising from liability for Vehicle defects against the Seller or, upon agreement with the Seller, against other entities of the Authorized service network of Daimler Truck AG (hereinafter referred to as the "Authorized Repairer"). If the Vehicle becomes inoperable due to defects, the Buyer shall contact the business establishment of the Authorized Repairer that is closest to the inoperable Vehicle. The Buyer shall immediately inform the Seller of an enforcement of claims arising from liability for defects with the Authorized Repairer.
- 7.4 In case of the enforcement of claims arising from liability for defects, the Vehicle or its specific parts shall be kept at the Seller for a reasonable period of time in order to investigate the defect. In the event that the claims under the liability for defects are proven to be justified, the parts that are replaced by defect-free ones shall become the property of the Seller.
- 7.5 Claims arising from the liability for defects for parts installed in the Vehicle as a result of the removal of the defects may be enforced under the Purchase Contract only until the end of the period of the Seller's liability for defects in the vehicle.
- 7.6 In the case of vehicles with a body, these provisions apply exclusively to those parts of the Vehicle that are manufactured and delivered as part of Daimler Truck.

8. Termination of the Purchase Contract – Withdrawal from the Purchase Contract pursuant to Section 2001 et seq. of the Civil Code

- 8.1 The Buyer shall be entitled to withdraw from the Purchase Contract in writing only in the following cases:
- on the grounds of the Seller's default under the terms of Article 4.3,
 - for other reasons specified in these Terms and Conditions of Sale.

The Buyer-consumer also has the right to withdraw for mandatory legal reasons.

The Buyer shall deliver the notice of withdrawal in writing to the Seller at the address stated in the heading.

The Buyer-consumer may withdraw from the contract by any unequivocal statement made to the Seller.

- 8.2 The Seller is entitled to withdraw from the Purchase Contract in writing, namely in the following cases:
- the Buyer has not paid the Deposit in accordance with the Purchase Contract and/or under Article 3.8 of these Terms and Conditions of Sale on the arranged date and/or has not paid the Balance of the Purchase Price within the period under the Purchase Contract and/or under Article 3.9 of these Terms and Conditions of Sale, and has not done so even within the additional reasonable period of time granted to him by the Seller;
 - the Buyer has not accepted the Vehicle within the period for acceptance of the Vehicle set out in the Purchase Contract and/or in Article 5.1 of these Terms and Conditions of Sale, and has not done so even within the additional reasonable period of time for acceptance of the Vehicle granted to him by the Seller;
 - The Buyer is/was placed on one of the current sanctions lists of the EU or the USA or the Czech Republic.
- 8.3 The Seller's withdrawal from the Purchase Contract shall not affect the Buyer's obligation to pay the Seller the contractual penalty negotiated in the event of the Buyer's breach of a contractual obligation, statutory default interest, storage fee, and also the full compensation for damage, apart from other compensation for damages as referred to in Article 5.2 of these Terms and Conditions of Sale.

The Seller shall be entitled to offset these claims against the Buyer's claim for reimbursement of the payment made by the Buyer on the Purchase Price, at the Seller's discretion and without the need for a final legal title/decision.

9. Explanatory provisions

Unless explicitly stated otherwise in the Purchase Contract or unless the context of the Purchase Contract requires otherwise:

- the headings in the Purchase Contract and these Terms and Conditions are for convenience only and shall not affect the interpretation of any provision of the Purchase Contract and these Terms and Conditions of Sale,
- the masculine gender includes the feminine and neuter genders and vice versa,
- words in the singular tense include the plural tense and vice versa depending on the context and these Terms and Conditions of Sale. This applies in particular to the definitions used in the Purchase Contract and these Terms and Conditions of Sale which, depending on the context and specific circumstances, also apply to the singular or plural tense, even if the relevant definition in the Purchase Contract or these Terms and Conditions of Sale is provided only in the singular or only in the plural tense. The term "definition" means the definitions (abbreviations, set expressions) set out in the relevant provisions of the Purchase Contract and these Terms and Conditions of Sale in bold and in inverted commas,
- all definitions provided in other parts of the Purchase Contract shall have the same meaning also in these Terms and Conditions of Sale or any other parts of the Purchase Contract. Likewise, all definitions contained in these Terms and Conditions of Sale have the same meaning or follow the same sense in the Purchase Contract as well as in other parts of the Purchase Contract



regardless of the first capital or lower-case letter of a defined term,

- e. some definitions are also defined in the Purchase Contract or other parts of the Purchase Contract for better intelligibility and clarity of all parts of the Purchase Contract,
- f. in accordance with the definition stated in Article 1.2, when referring to the contractual agreements of the parties, only the term "Sale and Purchase Agreement" shall be used in the relevant case. The Purchase Contract also means its integral parts.

10. Final provisions

- 10.1 If any provision of the Purchase Contract (including these Terms and Conditions of Sale) is or becomes invalid or ineffective in whole or in part, this shall not affect the validity or effectiveness of the remaining provisions of the Purchase Contract (including these Terms and Conditions of Sale).
- 10.2 If the Buyer finances the Vehicle by means of leasing or any other method of financing, the Buyer's rights and obligations under the Purchase Contract may be transferred to the relevant finance provider or, alternatively, this Purchase Contract may be terminated for the stated reason and the rights and obligations under the Purchase Contract may be transferred to the finance provider in an appropriate manner in accordance with the apparent intention of Parties to the Contract, resp. all parties.
- 10.3 The Seller shall be liable for damage incurred in connection with the subject of the Purchase Contract only if it is proven that the Seller caused the damage by gross negligence or intentionally, unless mandatory provisions of legal regulations stipulate otherwise.
- 10.4 The Purchase Contract shall be governed by the laws of the Czech Republic in accordance with the relevant provisions of the Civil Code.
- 10.5 Unless otherwise stated in the Purchase Contract, the place of fulfilment of all the obligations of the Parties to the Contract shall be the Seller's registered office. The local court of jurisdiction for all claims arising from this Purchase Contract is the Seller's general court, unless the court is different according to the relevant mandatory provisions of the generally binding legal regulations of the Czech Republic.
- 10.6 All correspondence relating to the Purchase Contract shall be sent to the address of the registered office, place of business or residence of the Parties to the Contract stated in the Purchase Contract or, if the other party has given written notice of a change of address, to the new address. Letters shall be delivered by hand or mail, alternatively by courier, to the address of the other party. The date of delivery shall be considered the date on which the other party accepts or refuses to accept the document, or alternatively the date on which the document is returned to the sender with a statement that it cannot be delivered.
- 10.7 The new vehicle within the meaning of these Terms and Conditions of Sale and within the meaning of Section 4 (4) of Act No. 235/2004 Coll. on Value Added Tax is a motor land vehicle, provided that it is delivered within 6 months from the date of being first put into operation or have mileage of less than 6,000 km.

11. Disclosure of data due to the conclusion of the Purchase Contract outside the Seller's business premises

- 11.1 In the event that the Purchase Contract is entered into with a Buyer who is a consumer, outside of the Seller's business premises, the Buyer certifies that prior to entering into the Purchase Agreement, the Buyer has been provided with adequate information in accordance with the provisions of Sections 1820 et seq. of the Civil Code. For the avoidance of doubt, Seller has disclosed to Buyer that:
 - a. the Purchase Contract contains data on the main characteristics of the goods (Vehicle);
 - b. the Seller's identity is stated in the heading of the Purchase Contract;
 - c. the address of the registered office, telephone number and address for delivery of electronic mail are available on the Seller's website;
 - d. the address of the Seller's business establishment is stated in the Purchase Contract;
 - e. the total price of the goods (Vehicle) including the costs of delivery is stated in the Purchase Contract, whereas the conditions for changing it are stated in Article 3 of these Terms and Conditions of Sale;
 - f. there is no price adjustment for the Buyer-consumer based on automated decision making;
 - g. the cost of the means of remote communication corresponds to the basic rate;
 - h. the method of payment, the method of delivery are specified in the Purchase Contract;
 - i. apart from the grounds for withdrawal from the Purchase Contract specified in other provisions of the Purchase Contract and these Terms and Conditions of Sale, the Buyer-consumer is entitled to withdraw from the Purchase Contract in accordance with the provisions of Section 1829 of the Civil Code within a period of 14 days from the date of acceptance of the goods (Vehicle). The Buyer may withdraw from the Purchase Contract by any clear declaration to the Seller. The Buyer is entitled to request from the Seller a template of the withdrawal form;
 - j. if the Buyer-consumer withdraws from the Purchase Contract, he/she shall bear the costs related to the return of the goods (Vehicle), and if the contract was concluded by means of distance communication, the amount of the costs related to the return of the goods (Vehicle);
 - k. / empty /
 - l. the Buyer is not entitled to withdraw from the Purchase Contract in the meaning of the provisions of Section 1829 of the Civil Code if the Vehicle is manufactured according to the Buyer's requirements or adapted to the Buyer's personal needs;



- m. data on the existence of rights for defective performance and also about any quality guarantee, if provided, are contained in the Purchase Contract and the Warranty Terms and Conditions, while information on the post-sale and post-warranty service is available from the Seller;
- n. / empty /
- o. / empty /
- p. / empty /
- q. information on the obligation to pay the Deposit and the conditions of its payment are specified in the Purchase Contract;
- r. / empty /
- s. the entity of the out-of-court settlement of consumer disputes within the meaning of the Consumer Protection Act is the Czech Trade Inspection Authority. More information can be found at <https://www.coi.cz/informace-o-adr/>

11.2 If the Buyer withdraws from the Purchase Contract in accordance with Section 1833 of the Civil Code, he shall be liable to the Seller for the depreciation of the Vehicle caused by handling the Vehicle other than as is necessary in order to become acquainted with the nature, characteristics and functionality of the Vehicle.

By signing this document, the Buyer declares that he/she has become acquainted with these Terms and Conditions of Sale, has understood and agrees to of all of the provisions contained herein.

In on

.....
Buyer

.....
Buyer
(if only one person signs for the buyer, it is not filled out)