

General Terms and Conditions (GTC)
Purchase of a vehicle from the customer by ev4all
ev4all AG

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(hereinafter referred to as "ev4all")

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1. Parties

- 1.1. The purchaser is ev4all AG with its registered office in Murten (hereinafter referred to as "purchaser" or "ev4all"). The seller is the respective natural or legal person registered in the purchase contract who transfers ownership of a vehicle to the purchaser in return for payment of the purchase price.

2. Scope of application

- 2.1. The General Terms and Conditions of Purchase of a Vehicle from the Customer by ev4all (hereinafter referred to as "GTC Purchase") apply to all legal transactions in which ownership is transferred from the seller to the purchaser. This includes leasing acquisitions by ev4all insofar as the present provisions can be applied to them.

3. Conclusion of contract

- 3.1. The advertisement of vehicles by the seller on online platforms, by price tag or otherwise shall be deemed to be a binding offer of sale. The Seller guarantees the accuracy of all information such as the availability of a vehicle, its product description (e.g. features such as vehicle data and description, condition, basic and advanced equipment, electric drive and energy data, warranty and insurance) and product photos on such advertisements.
- 3.2. The purchase contract is concluded as soon as both parties have signed it (conclusion of the contract). The terms and conditions set out in the purchase contract shall be binding on the seller.

4. Object of purchase

- 4.1. The vehicle is described in the purchase contract. The vehicle characteristics described in the purchase contract are fully binding on the seller. If the described characteristics deviate from the actual condition of the vehicle, the purchaser may withdraw from the contract at any time or take the corresponding reduced value into account in the payment of the purchase price.
- 4.2. If the seller has assured the purchaser of special vehicle characteristics, the purchaser is entitled to a vehicle with these characteristics, even if the assurance was only given verbally.

5. Purchase price

- 5.1. The purchase price shall be stated in the purchase contract. If no purchase price is stated in the purchase contract or if it is unclear, the amount which the purchaser has accepted as the purchase price shall apply.
- 5.2. Fees charged by the seller to the purchaser in addition to the purchase price stated in the contract are excluded in all cases.
- 5.3. In the case of a leasing takeover, the takeover of the contract with the leasing bank corresponds to the purchase price in the case of a purchase contract.

6. Execution of the contract

- 6.1. **Test drive**
The purchaser is entitled to a test drive with the vehicle in question before conclusion of the contract.

6.2. **Payment**

Payment shall be made in accordance with the terms agreed in the purchase contract.

6.3. **Delivery of the vehicle & user account**

The vehicle shall be handed over in accordance with the delivery modalities stipulated in the purchase contract. The seller shall bear all costs (e.g. transport costs) of the vehicle handover. If the seller wishes to deviate from the agreed delivery modalities, he shall pay the additional costs incurred for delivery, loading fees, etc. on the part of the purchaser.

6.4. The seller shall release the user account of his vehicle to the purchaser without any restrictions at the latest when the vehicle is handed over. The seller may not make the slightest manipulations or changes to the user account of his vehicle. Any resulting reduction in the value of the vehicle shall always be borne by the seller.

7. **Default**

7.1. **Default in payment and/or default in acceptance**

If the purchaser is in default of payment or acceptance, the seller may only assert the legal consequences of default after he has sent the purchaser a written reminder, has granted him a grace period of 30 days in writing and this grace period has expired without being used. The seller waives any claims for damages due to the delayed payment or acceptance. In the event of default through no fault of the purchaser, claims of the seller are excluded in any case.

7.2. In the event of default in payment or acceptance on the part of the purchaser, the seller is prohibited from selling the object of purchase elsewhere. If the seller sells the object otherwise, he shall pay the purchaser

damages in the amount of 20% of the purchase price of the vehicle, but at least CHF 10,000, and shall compensate the purchaser for all damages incurred by him as a result of the non-fulfilment of the contract.

7.3. **Default in delivery**

If the seller fails to deliver the vehicle and any accessories on time in accordance with the delivery terms stipulated in the purchase contract, he shall be in default.

7.4. If the seller is in default with the delivery of the object of sale, the purchaser has the right, without prior notice:

- to insist on the performance of the contract and to demand from the seller the delivery of the object of sale as well as compensation for all costs incurred by him as a result of the delay;
- to waive the seller's performance and to claim damages from him for non-performance, in which case the purchaser may claim from the seller, in addition to the value of the non-performed service, in any case 20% of the purchase price of the vehicle, but at least CHF 10,000 as damages;
- to withdraw from the contract without further ado, in which case the purchaser may claim compensation from the seller for the loss incurred as a result of the failure to perform the contract.

8. Assumption of benefits and risk

8.1. The benefits of the object of purchase (e.g. an increase in value) shall pass to the purchaser upon conclusion of the contract.

8.2. The risk of the object of purchase shall not pass to the purchaser until the vehicle is handed over. If the value of the object of purchase decreases

after the transfer of risk, if a defect occurs or if the object of purchase perishes, the seller shall be liable for any damage incurred by the purchaser for a period of up to twelve months after the handover of the vehicle.

9. Warranty

9.1. Any provision for the exclusion or limitation of the seller's warranty, in particular if this is stated in the seller's general terms and conditions, is invalid.

9.2. **Warranty of title**

The seller warrants to the purchaser that no third party will deprive the purchaser of the object of purchase in whole or in part for legal reasons. This shall also apply if the purchaser knew or should have known of the risk of deprivation.

9.3. If a third party deprives the buyer of the object of purchase in whole or in part, the purchase contract shall be deemed to be cancelled. The purchaser has the right to claim:

- Reimbursement of the price paid together with interest;
- compensation for the use made of the goods;
- reimbursement of all court and out-of-court costs incurred as a result of the proceedings;
- compensation for any other damage directly and indirectly caused by the deprivation.

9.4. **Warranty of quality**

The seller shall be liable to the purchaser both for the warranted characteristics and for the fact that the goods do not have any physical or legal

defects which nullify or reduce their value or their suitability for the intended use. He shall also be liable if he was not aware of the defects.

- 9.5. The seller is also liable for defects which the purchaser was aware of at the time of purchase or should have been aware of in the exercise of ordinary care, but for which the purchaser has made a reservation to the seller orally, in writing or otherwise.

9.6. **Notification of defects**

The purchaser may notify the seller of defects in the purchased item within three months of handover of the vehicle. Defects not apparent to the purchaser at the time of handover may be notified to the seller within three months of their discovery. All defects not reported by the purchaser shall be deemed not to have been approved.

9.7. **Redhibition or reduction**

If there is a case of warranty due to defects in the item, the purchaser shall have the option:

- cancel the purchase, return the vehicle and claim back the purchase price including interest and all further payments to the seller, as well as to reimburse the legal costs, the expenses and all damages caused to the purchaser by the delivery of defective goods ("redhibition"); or
- to keep the vehicle and to claim compensation for the reduced value of the item as well as compensation for all expenses caused to the purchaser by the reduced value of the purchased item (reduction).

Any benefit shall in any case be for the benefit of the purchaser.

- 9.8. The purchaser has the right to have any defects repaired by a third party or to carry out the repair himself. All costs arising therefrom shall be reimbursed to it by the seller.

10. Liability

- 10.1. In no event shall the purchaser be liable for (i) ordinary negligence, (ii) indirect and consequential loss or damage and loss of profit, (iii) unrealised savings, (iv) loss or damage arising from delay in delivery and (v) any act or omission of any person assisting ev4all, whether contractual or non-contractual.
- 10.2. In all other respects, ev4all declines liability in particular, but not exclusively, in the following cases:
- improper storage, adjustment or use of the products in breach of contract or unlawful use;
 - use of incompatible spare parts or accessories (e.g. power supply);
 - The vendor is expressly entitled to demand that the customer or a third party provide ev4all with all other personal data;
 - force majeure, in particular damage caused by natural hazards, moisture, falls and impacts, etc., for which the purchaser is not responsible, and official directives.

11. Withdrawal from the contract

- 11.1. Once the contract has been concluded, the seller may not withdraw from it, subject to the provisions of the purchase contract and these GTCs. This shall also apply in the event that the purchaser is in default of payment of the purchase price or acceptance of the purchased item.

12. Data protection

- 12.1. All data received by ev4all from the seller or other persons affected by the purchase transaction will be processed in accordance with the provisions of the Swiss Data Protection Act and the EU General Data Protection Regulation (GDPR), where applicable.
- 12.2. ev4all is expressly authorised by the seller to process, in addition to his general personal data, all other data (including pictures) contained in his driver's licence or identification document (passport/ID), communication data (in particular e-mail address), financial data (e.g. credit card data) and all other categories of personal data in accordance with the data protection provisions on the ev4all website. The seller has the right to revoke the above consent at any time. The lawfulness of the processing carried out on the basis of the consent up to the revocation remains unaffected by the revocation.
- 12.3. The e-mail address is only used by ev4all to offer the seller its own similar goods or services. The seller may object to this use of his e-mail address at any time without incurring any costs other than those for the transmission according to the basic rates.
- 12.4. The name, address and sales data as well as all other information known to the Buyer about the Seller shall be forwarded to the relevant authorities in the event of justified enquiries by the authorities (e.g. in the event of infringements of traffic regulations) and to this third party in the event of alleged infringements of the rights of third parties (e.g. in the event of interference with possession).
- 12.5. The seller acknowledges that the vehicle is permanently connected to the internet and that the location and other data of the vehicle are recorded.

13. Applicable Law and Jurisdiction

- 13.1. The purchase contract is governed exclusively by Swiss law to the exclusion of international private law, in particular the Vienna Sales Convention (CISG).
- 13.2. The contracting parties specify the registered office of ev4all as the place of jurisdiction for all disputes between the purchaser and the seller.

14. Final Provisions

- 14.1. Partial or complete invalidity or ineffectiveness of one or more provisions of the purchase contract, including these general terms and conditions of purchase, shall not affect the validity of the remaining provisions. Any provisions which are or have become invalid shall, in the application of the contract, be replaced by such provisions as most closely approximate to the purpose intended by the invalid provisions.
- 14.2. In the event of ambiguities or contradictions, the German text of the purchase contract and the GTC shall be authoritative.
- 14.3. ev4all reserves the right to change these GTC at any time. Amendments or additions to these GTC shall become part of the contract if the seller does not object within 30 days of becoming aware of the modified terms and conditions. They will be made available on the ev4all website.

Murten, 22 May 2023