

ev 4 all

The logo features the text 'ev 4 all' in a lowercase, sans-serif font. Below the text is a decorative graphic consisting of two thin, parallel lines that curve downwards from the left and right sides, meeting at a central point below the '4'. The lines are colored in a gradient from light green to yellow.

General Terms and Conditions (GTC)
Sale of a vehicle from ev4all to the customer
ev4all AG

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(hereinafter referred to as "ev4all")

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1. Parties

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

2. Scope of application

- 2.1. The General Terms and Conditions of Sale of a vehicle from ev4all to the customer (hereinafter referred to as "GTC Sale") apply to all legal transactions in which ownership is transferred from the seller to the buyer. This includes leasing transfers, exchange transactions and donations insofar as these provisions can be applied to them.

3. Conclusion of contract

- 3.1. Any advertisement of vehicles by the Seller on online platforms, by price tag or otherwise shall not be deemed to be an offer for sale, but an invitation to the Buyer to make an offer to purchase. All information such as the availability of a vehicle, its product description (e.g. characteristics such as vehicle data and description, condition, basic and extended equipment, electric drive and energy data, warranty and insurance) and product photo on such advertisements are provided without guarantee and may differ from the actual product characteristics.
- 3.2. Inquiries and reservations made by the buyer via online platforms are deemed to be an offer to purchase the corresponding vehicle under the respective contractual conditions stated. Reservations or proposed changes to the advertised contractual conditions (e.g. different purchase price, other payment methods, additional accessories, other vehicle characteristics, other delivery conditions, etc.) must be expressly stated by the buyer in his purchase offer.

- 3.3. The sales contract is concluded as soon as both parties have signed the sales contract (conclusion of contract). The contractual terms and conditions set out in the sales contract shall be authoritative and binding on the buyer.

4. Object of purchase

- 4.1. The vehicle is described in the sales contract. The seller reserves the right to make reasonable changes to the vehicle described in the sales contract with regard to its type, characteristics, colour, equipment or similar. The seller is not obliged to deliver a modified version.
- 4.2. If no special vehicle characteristics have been guaranteed in the sales contract, the buyer shall not be entitled to a vehicle with these characteristics. In particular, he cannot refer to statements made by the seller in verbal or written correspondence.

5. Purchase price

- 5.1. The purchase price shall be stated in the sales contract. If no purchase price is stated in the contract of sale, the buyer shall immediately inform the seller thereof and request the seller to include the price in the contract. If the Buyer fails to do so, the contract shall be deemed to have been accepted by the Seller as the purchase price.
- 5.2. A processing fee of CHF 990 shall be added to the advertised purchase price.
- 5.3. Any reservation fee shall be deducted from the purchase price. If the buyer withdraws from the contract, the provisions of Chapter 12 of these GTC shall apply.

6. Execution of the contract

6.1. Test drive

The General Terms and Conditions for Rental of ev4all AG apply accordingly to any test drive.

6.2. Payment

The purchaser undertakes to pay the purchase price and any additional charges in accordance with the payment methods stipulated in the sales contract. The vehicle and any accessories remain the property of the seller until payment of the full purchase price plus possible interest on arrears. Until then, the buyer is prohibited from disposing of the object of purchase (e.g. resale, pledging, donation). The seller is entitled to register a reservation of title.

6.3. Handover of the vehicle

The vehicle shall be handed over in accordance with the delivery modalities stipulated in the sales contract. If the object of purchase is not collected from a branch of ev4all but is handed over at another location, the purchaser shall pay the additional costs incurred for delivery, loading charges, etc. on the part of the seller.

6.4. Resale

The purchaser undertakes not to resell the vehicle under the description "new vehicle" or similar references.

7. Default

7.1. Default of payment and/or default of acceptance

If the buyer fails to pay the purchase price and any additional fees on time in accordance with the payment terms stipulated in the sales contract, he shall be in default. He shall also be in default if he does not accept the

object of purchase in accordance with the conditions agreed in the contract.

7.2. If the buyer is in default with the payment of the purchase price or the acceptance of the object of purchase, he shall pay the seller 10% of the purchase price. In this case, the seller shall have the right, at his discretion, to insist on the fulfilment of the contract, irrespective of whether the object of purchase has already passed into the possession of the buyer and without prior reminder:

- to insist on the fulfilment of the contract and to demand from the buyer payment of the purchase price plus interest on arrears as well as compensation for all costs caused to him by the delay;
- to waive performance by the buyer and to claim damages from him for non-performance, in which case the seller may claim from the buyer, in addition to the value of the non-performed service, in each 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 seller may demand compensation from the buyer for the loss incurred as a result of the cancellation of the contract.

7.3. In each of these cases the seller is entitled to sell the object of purchase elsewhere. Any resulting shortfall in revenue and additional costs shall be paid by the defaulting buyer.

7.4. **Default in delivery**

If the seller is in default in delivery, the buyer may only assert the legal consequences of default after he has sent the seller a written reminder, has set him a grace period of 30 days in writing and this grace period has expired unused. The buyer waives any claims for damages due to the

delayed delivery. In the event of delay for which the seller is not responsible, claims by the buyer are excluded in any case.

8. Assumption of risk

- 8.1. The risk of the object of purchase shall pass to the buyer upon conclusion of the contract, even if the vehicle is handed over at a later date. If the value of the object of sale decreases after the transfer of risk, if a defect occurs or if the object of sale perishes, the buyer shall nevertheless pay the full purchase price plus any fees. In any case, the risk shall pass to the buyer if he is in default.

9. Warranty

- 9.1. The statutory warranty is excluded completely to the extent permitted by law. This includes in particular, but not exclusively, the warranty of title and the warranty of quality (e.g. for tyres, condition of seats, etc.). Defects which cannot be excluded by law must be reported by the buyer to the seller within three days of becoming aware of them, otherwise all claims shall be forfeited. 11.2.
- 9.2. The buyer shall return the vehicle to the seller for the rectification of defects which cannot be excluded by law and which have been notified in good time. The seller shall take care of the rectification of defects. If the buyer has such defects repaired by a third party or carries out the repair himself, the seller shall not be obliged to reimburse the resulting costs.

10. Partner Guarantee

- 10.1. If a guarantee is concluded with a partner of ev4all, the respective guarantee provisions of this partner shall apply. All claims of the buyer from the guarantee cannot be asserted with ev4all, but are directed to the partner of ev4all. The purchaser is required to obtain information from

the guarantee partner, in particular about the provisions relating to deductibles, cost sharing and benefit limits.

- 10.2. For the manufacturer's guarantee, the respective guarantee provisions of the manufacturer shall apply. All claims of the purchaser arising from the guarantee cannot be asserted with ev4all, but are directed to the manufacturer of the vehicle. The purchaser is required to obtain information from the manufacturer in particular about the provisions relating to deductibles, cost sharing and benefit limits.

11. **Liability**

- 11.1. The vendor is in no case liable for (i) slight negligence, (ii) indirect and consequential damage and loss of profit, (iii) unrealised savings, (iv) damage from delay in delivery and (v) any acts and omissions by auxiliary persons of ev4all, whether contractual or non-contractual.
- 11.2. In addition, ev4all rejects liability in particular, but not exclusively, in the following cases:
- improper, non-contractual or illegal storage, adjustment or use of the products;
 - use of incompatible spare parts or accessories (e.g. power supply);
 - failure to maintain and/or improper modification or repair of the products by the customer or a third party;
 - force majeure, in particular damage caused by the elements, moisture, falls and impacts, etc., for which the Seller is not responsible, and official directives.

12. **Withdrawal from the contract**

- 12.1. After conclusion of the contract, the buyer may not withdraw from the contract, subject to the provisions of the sales contract and these GTC.

- 12.2. If the buyer reserves a vehicle by paying a reservation fee, but then withdraws from the contract before it is concluded, the reservation fee shall be forfeited in favour of the seller.
- 12.3. In the event of a withdrawal from a leasing contract, the seller may in any case claim from the buyer 20% of the purchase price of the vehicle, but at least CHF 10,000, as compensation for damages, in addition to the value of the service not rendered. Alternatively, ev4all may charge the lessee for the use of the vehicle as a rental, in which case the rental conditions and the GTC Rental shall apply accordingly. The buyer shall also compensate the seller for any damage to the vehicle, missing accessories, expenses for restoring the vehicle to its condition at the time of the commencement of the contract, etc.
- 12.4. If further agreements have been concluded in connection with the leasing contract (e.g. trade-in of the previous vehicle), ev4all shall have the right, in the event of withdrawal of the lessee from the leasing contract, to insist on the fulfilment and validity of the other agreements or to demand their reversal. Any claims for damages by the lessee (e.g. in the event that ev4all has already paid the lease redemption of the trade-in vehicle and a new lease contract can no longer be offered to the lessee at the same conditions) are excluded in any case.

13. **Data protection**

- 13.1. All data received by ev4all from the purchaser 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 Data Protection Regulation ("GDPR"), where applicable.

- 13.2. ev4all is expressly authorised by the purchaser to process, in addition to his general personal data, all other data contained in his driver's licence or an identification document (passport/ID) (including pictures), 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 purchaser has the right to revoke the above consent at any time. The legality of the processing carried out on the basis of the consent until the revocation remains unaffected by the revocation.
- 13.3. The e-mail address will only be used by ev4all to offer the buyer similar goods or services. The buyer can 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.
- 13.4. The name, address and sales data as well as all other information about the Buyer known to the Seller shall be transmitted to the respective authority in the event of justified official enquiries (e.g. in the context of traffic regulations) and to the third party in the event of alleged infringement of the rights of third parties (e.g. in the event of interference with possession).
- 13.5. The Buyer acknowledges that the Vehicle is permanently connected to the Internet and that the location and other data of the Vehicle are recorded.

14. Applicable Law and Jurisdiction

- 14.1. The sales contract shall be governed exclusively by Swiss law, to the exclusion of international private law, in particular the Vienna Convention on Contracts for the International Sale of Goods (CISG).

- 14.2. The contracting parties specify the registered office of ev4all as the place of jurisdiction for all disputes between the buyer and the seller.

15. **Final Provisions**

- 15.1. Partial or complete nullity or invalidity of one or more provisions of the sales contract, including these general terms and conditions of sale, shall not affect the validity of the remaining provisions. Any provisions which are invalid or have become invalid shall, in the application of the contract, be replaced by provisions which come as close as possible to the purpose sought by the invalid provisions.
- 15.2. The German text of the contract and the general terms and conditions shall be decisive.
- 15.3. ev4all reserves the right to change these GTC at any time. Changes or additions to these GTC become part of the contract if the buyer does not object within 30 days of becoming aware of the changed business conditions. They will be made available on the ev4all website.

Murten, 15 September 2023