

General Terms and Conditions (GTC)  
Sale of a vehicle by ev4all on behalf of the customer  
**ev4all AG**

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(hereinafter referred to as "ev4all")

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## **1. Parties**

- 1.1. The mandatee is ev4all AG with its registered office in Murten (hereinafter referred to as the "mandatee" or "ev4all"). The mandator is the respective natural or legal person entered in the contract for the sale on behalf, who commissions the mandatee, to the exclusion of a private sale and other traders, to arrange an opportunity for the conclusion of a purchase contract or to facilitate the conclusion of a purchase contract in exchange for a fee.

## **2. Conclusion of contract**

- 2.1. The contract for the sale on behalf (hereinafter also referred to as "contract") shall be concluded as soon as both parties have signed it (conclusion of contract). The contractual terms and conditions set out in the contract shall be authoritative and binding on the mandator.
- 2.2. The contract for sale on behalf can also be converted into a purchase contract by ev4all AG after its conclusion. This means that the mandator becomes the seller, ev4all AG the purchaser and the General Terms and Conditions Purchase of ev4all AG are applicable. If, however, the brokered purchase contract is not valid for any reason, this conversion can be reversed by ev4all.

## **3. Scope of activity**

- 3.1. The scope of the mandatee's activities is described in the contract. However, the mandator has no right to demand a specific action from the mandatee or to issue instructions. The mandatee shall independently undertake those activities which she deems most suitable for the performance of the sale on behalf.

#### **4. Payment and reimbursement of expenses**

##### **4.1. Payment**

The payment of the mandatee shall be specified in the contract. If no payment is specified in the contract for the sale on behalf or if this is only unclearly determined, the amount or share of the sale price which the mandatee has assumed as payment shall apply.

##### **4.2. Reimbursement of expenses/expenses**

After deduction of the agreed payment, ev4all AG shall be entitled to a fixed processing fee of CHF 990 for its expenses from any sales proceeds. The mandatee shall reimburse the mandatee in full for all other expenses and costs incurred by the mandatee.

4.3. The fixed processing fee, any reimbursement of expenses and all out-of-pocket expenses shall also be owed if the mandatee does not arrange a sales contract with the mandator or does not arrange an opportunity for the conclusion of a sales contract.

#### **5. Execution of contract**

##### **5.1. Vehicle handover & user account**

After the conclusion of the contract, the mandator shall immediately hand over to the contractor the item to be sold. If it has been agreed that the mandatee shall receive the item by or on a certain date, the mandatee shall hand it over to the mandatee by or on that date.

5.2. At the latest when the vehicle is handed over, the mandator shall release the user account of his vehicle to the mandatee without any restrictions. The mandator 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 mandator.

5.3. **Obligation to notify and provide information**

The mandator has the duty to inform the mandatee about everything that is relevant for the success of the mandatee's work. If he fails to do so, the mandatee shall be entitled to compensation for all expenses and damages incurred.

5.4. **Activities**

The mandatee shall undertake such activities as she deems most appropriate for the execution of the sale on behalf. The mandator authorises the mandatee to call in auxiliary persons for all activities in relation to the sale on behalf.

5.5. In principle, ev4all shall offer the item for the first three months at the selling price agreed in the contract. Thereafter, it shall reduce the price by at least 5% each month.

5.6. The mandator authorises ev4all AG to carry out all actions that are necessary to complete the sale on behalf, for example:

- To obtain information and documents from authorities (e.g. road traffic offices).
- To contact the respective suppliers and manufacturers for information
- To obtain information from the relevant insurance companies

5.7. **Exclusive mandate**

During the term of the contract, the mandator shall refrain from selling the same item privately or from commissioning a third party to sell it.

5.8. **Fulfilment of the contract**

All arranging and procuring activities as well as information on the arranged or procured offers are exclusively intended for the mandator and must be treated confidentially. Contract documents and other documents prepared by ev4all may not be passed on without written consent. Any unauthorised disclosure to third parties shall oblige the client to pay damages in the amount of the full payment.

5.9. **Payment**

As soon as the mandatee has fulfilled the order, she is entitled to payment according to the contract for sale on behalf. If it has been agreed that the mandatee shall receive the payment before that time, for example by a fixed date, the mandatee shall pay the payment correspondingly before that date.

5.10. The mandatee is also entitled to payment if another transaction is concluded instead of the originally intended transaction (e.g. purchase of a vehicle instead of sale/brokerage).

## 6. **Default**

6.1. **Default of payment and/or default of acceptance**

If the mandator does not pay the payment, the fixed processing fee and any additional expenses on time in accordance with the payment modalities agreed in the contract, he shall be in default without reminder. He shall also be in default if he does not hand over the item to be sold to the mandatee in due time.

6.2. If the mandator is in default of payment, the mandatee may, without prior reminder, claim, alongside the payment, interest on arrears as well as

compensation for all costs incurred by the mandatee as a result of the delay.

6.3. If the mandator is in default with the handing over of the item to be sold, the mandator has the right, without prior notice:

- to insist on the handing over of the item and, in addition to the agreed services, to demand compensation from the mandator for all costs incurred by the mandator as a result of the delay;
- to withdraw from the contract without further ado, in which case the contractor may demand compensation from the mandator for the loss incurred as a result of the failure to perform the contract.

6.4. In the event of default on the part of the mandator, the mandatee shall be entitled to dispose of the item to be sold elsewhere. Any resulting shortfall in income and additional costs shall be paid by the defaulting mandator.

6.5. **Default of the mandate**

If the mandatee is in default for any reason whatsoever, the mandator may only assert the statutory consequences of default after he has sent a written reminder to the mandatee, has set the mandatee a grace period of 30 days in writing and this grace period has expired without being used. The mandator waives any claims for damages due to the delayed performance. In the event of delay for which the mandatee is not responsible, claims by the mandator shall be excluded in any case.

## 7. Assumption of risk

7.1. The risk of the item to be sold shall be borne by the mandator for the entire period until the sale. If the value of the object to be sold decreases

after it has been handed over to the mandator, if a defect occurs or if the object perishes, the mandator shall bear the risk for the reduced value of the vehicle.

## 8. Liability

- 8.1. The mandatee is in no case liable for (i) slight negligence, (ii) indirect and consequential damages and loss of profit, (iii) unrealised savings, (iv) damages from delay in delivery as well as (v) any acts and omissions of auxiliary persons of ev4all, whether contractual or non-contractual.
- 8.2. ev4all AG accepts no liability for the correctness and completeness of information about the purchasers or objects referred or mediated. It is the responsibility of the mandator to check whether the information obtained by the mandatee corresponds to the actual information.
- 8.3. Moreover, ev4all rejects liability above all, but not exclusively, in the following cases:
  - improper storage, adjustment or use of the products in breach of contract or unlawful 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, impacts, etc., for which the mandatee is not responsible, and official orders.
  - lack of solvency/creditworthiness of the proposed or procured buyer
  - No/delayed payment of the purchase price by the proposed buyer
  - passing on of information of any kind concerning the mandator



## 9. Termination of contract

- 9.1. If the contract for the sale on behalf is concluded for an indefinite period, it ends with the payment of the payment and the reimbursement of expenses by the mandator after fulfilment of the order by the mandatee. If the contract for sale on behalf is concluded for a limited period of time, it shall end in the same way as a contract for an indefinite period of time upon payment by the mandator, but no later than on the last day of the agreed period of time. The parties are free to extend the fixed-term contract.
- 9.2. If the mandator wishes to terminate the contract at an earlier date than that mentioned in the previous paragraph (for example, in order to sell the object independently, to commission a third party with the sale or because he has decided not to sell the object after all), he shall compensate the mandatee for the early termination as follows:
- during the first three months of the contract: the mandator shall pay to the mandatee the payment which according to the contract the mandatee would have received for the performance of the contract, as well as the fixed processing fee, any reimbursement of expenses and all out-of-pocket expenses.
  - Contract duration longer than three months: The mandator shall pay the mandatee a fixed fee of CHF 1,000 as well as the fixed processing fee, any reimbursement of expenses and all out-of-pocket expenses.

The contract period is calculated from the date which is noted on the contract as the date of signature. ev4all AG shall be reimbursed by the mandator for all expenses incurred.

- 9.3. The mandatee may terminate the sale on behalf contract at any time, irrespective of whether it was concluded for a limited or unlimited period. Any claims by the mandator for damages or the like are excluded.

## 10. **Data protection**

- 10.1. All data received by ev4all from the mandator or other persons affected by the contract will be processed in accordance with the provisions of the Swiss Data Protection Act and the EU Data Protection Regulation ("GDPR"), where applicable.
- 10.2. ev4all is expressly authorised by the mandator to process, in addition to his general personal data, all other data contained in his driver's licence or an identification document (passport/ID) (incl. 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 mandator has the right to revoke the above consent at any time. The lawfulness of the processing carried out on the basis of the consent until the revocation remains unaffected by the revocation.
- 10.3. The e-mail address will only be used by ev4all to offer the mandator similar goods or services. The mandator 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.
- 10.4. Name, address and sales data as well as all other information about the mandator known to the mandatee shall be transmitted to the respective authority in the case of justified official enquiries (e.g. in the context of violations of traffic regulations), and to this third party in the case of

alleged violation of the rights of third parties (e.g. in the case of interference with possession).

- 10.5. The mandator acknowledges that the vehicle is permanently connected to the internet and that the location and other data of the vehicle are recorded.

## 11. **Applicable law and place of jurisdiction**

- 11.1. The contract for sale on behalf is governed exclusively by Swiss law to the exclusion of international private law, in particular the Vienna Sales Convention (CISG).
- 11.2. The contracting parties specify the registered office of ev4all as the place of jurisdiction for all disputes between the mandator and the mandatee.

## 12. **Final provisions**

- 12.1. Partial or complete nullity or invalidity of one or more provisions of the contract for sale on behalf, including these general terms and conditions of sale on behalf, shall not affect the validity of the remaining provisions. Any provisions that are invalid or have become invalid shall be replaced, when applying the contract, by provisions that come as close as possible to the purpose intended by the invalid provisions.
- 12.2. In the event of contradictions, the German text of the contract for sale on behalf and the GTC is decisive.
- 12.3. ev4all reserves the right to change these GTC at any time. Changes or additions to these GTC become part of the contract if the mandator 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