



Registered office: Polska 16, Prague 120 00, Czech Republic
Company Tax ID: CZ 29132070
www.cezeta.com

Terms and Conditions of Sale

Countries: European Union (“The Territories”)

Disclaimer Production vehicles may differ from the images on this website and vehicle colour may differ from images viewed on a computer or other device, or from printed photographs. Performance figures may differ in conditions other than ideal test conditions. In view of our policy of continuously improving our products, we reserve the right to alter specifications or designs without prior notice and without liability.

Scope

1. These terms and conditions of sale (the “**Terms**”) refer to all sales by Čezeta Motors s.r.o. (referred to herein as the “**Company**”) of the Type 506 electric scooter (the “**Product**”) purchased by you through subject matter displayed by the web pages situated under our Čezeta domains www.cezeta.com, www.cezeta.cz, www.cezeta.at, www.cezeta.co.uk, www.cezeta.nl, www.cezeta.pl, www.cezeta.it, www.cezeta.fr, www.cezeta.es, www.cezeta.ch, www.cezeta.be, www.cezeta.dk or other websites containing the name ‘cezeta’ and linked to one of these websites (the “**Sites**”).
2. References to “you” or “your” mean the buyer of the product displayed on the Sites, references to “we”, “us” or “our” refer to the Company.
3. The Sites and our commercial enterprise may change from time to time. We reserve the right to modify these Terms at any time and from time to time without prior announcement, and such changes will refer to your purchase transaction if you place such order after the date of last change (date indicated at the end of these Terms).
4. By entering into this Reservation Agreement you hereby confirm that you wish to buy a Type 506 from us on these Terms.
5. This Sales Agreement is only valid and enforceable in the Territories.

Prices & Acceptance

6. Any prices, quotations and descriptions made or referred to on the Sites with regard to the Product are subject to change. We may reject your order (without liability) if we are incapable of processing or carrying it out for any reason.
7. Our acceptance of your order takes effect upon our confirmation of receipt of your deposit payment (amount as stated on the Sites order page) for the Product (“**Acceptance**”). We may request additional deposit payments at any time after Acceptance and prior to shipment if it is required to fulfil your reservation.
8. The price payable for the Product is that in force at the time of Acceptance, unless otherwise explicitly agreed. Prices may be shown on the Sites or an order acknowledgement but the definitive price in the event of any discrepancy, is the price that is stated on our Acceptance.
9. We have the right at any time before the date of shipment to revise prices to take into account increases in expenses including, without restriction, costs of any materials, carriage, labour or the increase or imposition of any tax, duty or other levy and any fluctuation in exchange rates. We also reserve the right to advise you of any mistakes in the Product descriptions or errors in pricing prior to the Product’s shipping. In such event, if you choose to continue with supply of your order, you accept that the Product will be provided in accordance with such altered



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- description or corrected price. Otherwise, you may cancel your order and demand a refund in accordance with our **Cancellation Policy** described below.
10. Unless otherwise specified, prices stated are exclusive of: (i) the costs of shipping or carriage to the agreed point of delivery; and (ii) VAT and any other tax or duty which (where applicable) must be added to the amount due. You consent to pay for taxes, shipping or carriage of the Product when you submit your order.
 11. You will pay your Deposit following our acceptance of your order, and your Balance payment before delivery of your Product. Full payment must be received before we will commence delivery of your Product.
 12. All purchases are final and cancellable only according to the terms in our Cancellation Policy.

Cancellation Policy

13. After Acceptance, you may not change or cancel your order without our preceding written consent; except that we may cancel your purchase at any time after Acceptance and before shipment for any reason at our sole discretion, and in such case, we will issue you a refund of your deposit payment(s) (the foregoing collectively constitutes our **"Cancellation Policy"**).
14. You agree to have adequate funds or credit available upon Acceptance to ensure that the entire sum due will be collectible before shipment. Failure to settle the full amount payable within 30 days of due date will result in cancellation of your order and loss of any deposit(s) you have paid, representing compensation for our loss of profit.
15. We are not responsible for the performance of any third party payment processors.

Delivery and Registration

16. Any delivery time frames or dates noted on the Sites, in any order acknowledgement, e-mail communications from us to you or elsewhere, are not a commitment to fulfil your order by such dates, but are simply estimates of when we anticipate to fulfil the order.
17. We reserve the right to charge you for any additional costs arising from changes you make to the delivery address after you confirm your order.
18. Except as otherwise stated in these Terms, risk of loss of or impairment to the Product passes to you on delivery or when placed in your control or that of any carrier or transport provided by you, whichever will happen first.
19. Registration service is provided according to the requirements of the country where you are resident. In the Czech Republic we provide technical documents in order that you may register the Product yourself. In other countries, we as a minimum to provide a certificate of conformity ("COC") with the Product and information regarding registration in your country.

Warranty & Refund Policy

20. The Product is covered under a **Standard Warranty** outlined in our policy, located on the Sites. The Product is also covered under an optional **Extended Warranty**, available in lieu of the Standard Warranty.
21. Except as stated in our **Refund Policy** (as defined beneath) and subject to any rights you have under relevant law that cannot be excluded or restricted by these Terms, you will not be entitled to reject any Product, except in the following limited cases: (i) loss of a Product or any part thereof in transit where the damaged Product, or any part thereof, is carried by our own conveyance or by a carrier on our behalf, provided that you furnish written notification to us at refunds@cezeta.com within five (5) business days of receipt of the Product; and (ii) return of an unused and undamaged Product in the original, unopened packaging, provided that the Product is returned within thirty (30) days of the date of receipt of the Product by you at your expense (the preceding constitutes our **"Refund Policy"**).



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22. Your rights of repair or substitution of the Product under our Refund Policy will in all cases rendered invalid where: (i) the Product was not materially damaged in transit or (ii) the Product has not been returned in conformity with the requirements of Section 22.

Software

23. The Product supplied includes software (the “**Included Software**”), the Included Software is licenced by us as set forth beneath.
24. Licence of Included Software.
25. The Included Software is authorised for personal use only and only for purposes of using the Product with which it was supplied. You will not copy the Included Software or modify it in any way.
26. The licence described herein will continue so long as you use the Included Software in conformity with this Agreement. Should you break any of your obligations, the licence set forth herein will automatically end.
27. Subject only to the rights given to you under this Agreement, we retain all proprietary rights and title (including without restriction all intellectual property rights) to the Included Software and any modifications thereof, and no possession of any part of the Included Software is hereby transferred to you. You will not, directly or indirectly, reverse engineer, decompile, or take apart the Included Software or otherwise try to gain the source code of the Included Software.
28. The Included Software may be subject to EU export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations.

Product Specifications & Disclaimer of Warranties

29. All Product specifications, illustrations, drawings, particulars, dimensions, performance data and other content on the Sites or made available by us are intended to represent no more than a general demonstration of the Product and its features and do not comprise a warranty or representation by us that the Product will conform with the aforesaid.
30. EXCEPT AS EXPRESSLY SET FORTH HEREIN THE PRODUCT IS PROVIDED WITHOUT ANY WARRANTIES OR ASSISTANCE OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLICIT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, TITLE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY TYPE WILL BE BINDING ON OR COMPEL US; (ii) THE PRODUCT IS EXPRESSLY SUPPLIED TO YOU “AS IS”; (iii) IF ANY TECHNICAL SUPPORT OR HELP IS PROVIDED WITH RESPECT TO THE PRODUCT AND THE USE THEREOF, IT IS PROVIDED “AS IS”, WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY TYPE, EXPRESS OR IMPLIED; (iv) WE DO NOT GUARANTEE THAT THE USE OR ACTION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE; AND (v) YOU BEAR ALL RISKS RELATING TO THE USE OF THE PRODUCT AND THE QUALITY AND ACTION OF THE PRODUCT AND BEAR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION EXCEPT AS STATED IN THE LIMITED WARRANTY. THESE TERMS STATE YOUR LONE AND EXCLUSIVE REMEDIES.

Consents, Customs Duties & Export

31. We guarantee that the Product will be delivered with consent for road use in the Territories. If any additional license is required for the carriage or use of the Product by you, you will obtain such license or consent at your own expense. Any additional expenses or charges incurred by us resulting from such failure will be met by you.



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32. Products licensed or sold to you under these Terms may be subject to export control laws and regulations where you take delivery or use the Product. You will be liable for complying with those laws and will not do anything to breach them.
33. You may be liable for customs charges, import duties and taxes, levied when the Product reaches your nominated destination. Any such additional charges for customs clearance or import duties or taxes must be paid by you. You should contact the local customs office in the relevant jurisdiction for further information on customs policies or duties.

General

34. Force majeure. We will not be liable to you nor held in breach of contract for any loss or harm which may be suffered as a direct or indirect consequence of us being prevented, hindered or delayed in the performance by reason of any condition beyond our reasonable control including (but not limited to) any act of God, war, riot, civil commotion, governmental action, explosion, fire, flood, storm, accident, strike, lock-out, trade dispute or labor disturbance, breakdown of plant or machinery, intellectual property dispute, interruption in the supply of power or materials and in such event we may elect to cancel your order and return any payments made in accordance with our Cancellation Policy.
35. Except as expressly agreed by the Company and you, these Terms and any applicable warranty issued by the Company constitute the full agreement between you and the Company with respect to the subject matter, and replace all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter.
36. These Terms are governed by the laws of the Czech Republic. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the City of Prague in the Czech Republic. Local language variations of the Terms are provided for information only and the English version of these Terms shall govern, to the extent not prohibited by local law in your jurisdiction.
37. If any provision of these Terms is found to be invalid, the invalidness of such provision will not affect the validity of the remaining provisions of these Terms, which will stay in full force and effect. Failure of the Company to act on or enforce any provision of these Terms will not be construed as a relinquishment of that provision or any other provision in these Terms. No waiver will be effective against the Company unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance.
38. The section headings are supplied merely for convenience and will not be given any legal bearing.
39. These Terms are not transferrable or assignable to another party without the prior written approval of a Cezeta representative.
40. We will treat your personal information as confidential and comply with applicable data protection privacy laws. You consent to give us the right to use your personal information to fulfil our duties under these Terms.
41. These Terms will pass to the benefit of our successors, assigns, licensees, and sublicensees.
42. TO THE MAXIMUM DEGREE LEGALLY ALLOWED, WHETHER OR NOT WE WERE AWARE OR INFORMED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT THE RESTRICTED REMEDIES PROVIDED HEREIN FAIL OF THEIR PRIMARY PURPOSE: (i) OUR AGGREGATE FINANCIAL OBLIGATION (WHETHER BASED ON WARRANTY, CONTRACT, TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY) WILL IN NO CIRCUMSTANCES EXCEED THE PAYMENTS WE RECEIVED FOR THE PRODUCT YOU ORDERED THAT IS RELATED TO YOUR COMPENSATION; AND (ii) IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, PERIPHERAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST INCOME, OR COST OF COVER, OR DAMAGES RESULTING FROM LOST DATA (WHETHER BASED ON WARRANTY, CONTRACT, TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY). SOME



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COUNTRIES DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF FINANCIAL OBLIGATION, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT REFER TO YOU.
43.Signed on behalf of Čezeta Motors s.r.o.

Neil Eamonn Smith (Managing Director)

In Prague, 18 October 2018