

## Terms and conditions of sale for new motor vehicles

### 1. Introductory provisions

- 1.1 These terms and conditions of sale for new motor vehicles of Mercedes-Benz PRAHA s.r.o., with its registered office at Daimlerova 2296/2, Prague 4, Chodov, Postal Code: 149 00, Reg. No.: 055 56 040 registered in the Commercial Register at the Municipal Court in Prague, Section C, File No. 265774 (hereinafter the "**Seller**" and "**Terms and Conditions of Sale**") are an integral part of the vehicle purchase contract by and between the Seller and Buyer.
- 1.2 The warranty conditions, protocol of handover as well as any possible additional components according to the specific circumstances shall also be an integral part of the purchase contract. If the specification of the vehicle in Article 1.2 of the purchase contract includes the code D0D, then the General Business Terms and Conditions of the Integrated Service Package shall also be an integral part of the purchase contract.  
(All parts shall be referred to hereinafter as the "**Purchase Contract**".)
- 1.3 The subject matter of the Purchase Contract is the obligation of the Seller to deliver the new motor vehicle specified in the Purchase Contract to the Buyer (hereinafter the "**Vehicle**") and make it possible for the Buyer to acquire the ownership title to the Vehicle, and also the obligation of the Buyer to collect the Vehicle and pay to the Seller the Purchase Price agreed upon in the Purchase Contract, or regulated according to the conditions stipulated in Article 3 of these Terms and Conditions of Sale.
- 1.4 If the Buyer should additionally determine the features of the Vehicle and fails to do so in time, the Seller shall determine them and notify the Buyer. The Buyer shall be bound by the features determined by the Seller if they fail to determine features other than those determined by the Seller and notify the Seller of such without undue delay.

### 2. Conclusion of the Purchase Contract and its amendments

- 2.1 The Purchase Contract comes into force and effect upon its signature by both contracting parties. The Purchase Contract replaces all previous arrangements of the contracting parties relating to the Vehicle. No secondary oral arrangements have been made in relation to the Purchase Contract. Any changes or additions to the Purchase Contract must be made in writing.

### 3. Purchase price, payment terms

- 3.1 The contracting parties have agreed in the Purchase Contract on the purchase price of the Vehicle, which includes customs duties, VAT at the applicable statutory rate and transport (hereinafter the "**Purchase Price**").
- 3.2 The Purchase Price of the Vehicle may be changed unilaterally by the Seller (increased or reduced) under the conditions stipulated in Articles 3.3 to 3.5 of these Terms and Conditions of Sale (hereinafter the "**Final Purchase Price**"). The Purchase Price or Final Purchase Price shall be specified by the Seller in the final Vehicle document (hereinafter the "**Final Document**"). The Purchase Price may **be agreed** between the contracting parties **in EUR** from the outset, in which case the provisions of Articles 3.3 and 3.5 shall not apply. In the event that the Buyer is a consumer according to Section 419 of Act No. 89/2012 Coll., the Civil Code (hereinafter the "**Civil Code**"), and is not purchasing the Vehicle for business purposes, the Seller shall expressly notify the Buyer about the change of Purchase Price as soon as the circumstances foreseen in Articles 3.3 to 3.4 come to pass and the Buyer may withdraw from the Purchase Contract within 14 days of notification of a Purchase Price increase if the Purchase Price is increased by more than 10% according to Articles 3.3 and 3.4. If the Buyer does not withdraw according to the preceding sentence, only the Purchase Price shall be changed, while the rest of the provisions of the Purchase Contract shall remain unchanged and continue in force.
- 3.3 If the EUR/CZK exchange rate announced by the Czech National Bank and in force on the date of the Purchase Contract changes in relation to the exchange rate in force on the date of issuance of the Final Document (Article 3.7) by more than 4%, the Purchase Price shall be increased or reduced by the amount equivalent to such change in the exchange rate. If the date of issuance of the Final Document is a Saturday, Sunday or another bank holiday, the Czech National Bank exchange rate used will be that announced on the last working day before the date of issuance of the Final Document.
- 3.4 If the customs or tax regulations change between the date of the Purchase Contract and the date of issuance of the Final Document (Article 3.7), which shall impact the amount of the Purchase Price, the Purchase Price shall change by the amount equivalent to these changes.
- 3.5 If the Purchase Price agreed upon in the Purchase Contract is in CZK and Czech crowns cease to be legal tender between the date of the Purchase Contract and the date of issue of the Final Document (Article 3.7), the Purchase Price shall change automatically (without an additional agreement between the parties). In such case the Purchase

Price shall be stated in EUR so that the counter-value of the Purchase Price in CZK is preserved, expressed in EUR, calculated according to the official fixed coefficient.

- 3.6 The Buyer shall pay the part of the Purchase Price agreed upon by the contracting parties in the Purchase Contract to the Seller (hereinafter the "**Deposit**"). The Deposit shall not be subject to interest. At the latest upon signature of the Purchase Contract, the Seller shall issue a request to the Buyer to pay the Deposit, which shall include the due date of the Deposit, and after its payment by the Buyer to the Seller, the Seller shall issue a payment receipt for the Deposit. If the Seller has a Vehicle in stock, the Seller may agree with the Buyer in the Purchase Contract that the Buyer is not obliged to pay any Deposit.
- 3.7 Before 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 Final Document to them, which will stipulate the difference between the Deposit according to Article 3.6 and the Final Purchase Price (hereinafter the "**Balance of the Purchase Price**"). The Buyer is obliged to pay the Balance of the Purchase Price within seven calendar days of the date of delivery of the document in accordance with the previous sentence.
- 3.8 When making any payment in accordance with the Purchase Contract that exceeds CZK 270,000 (hereinafter the "**Limit**"), the Buyer is obliged to make the payment by bank transfer to the account of the Seller stated in the Purchase Contract. For calculating the Limit with regard to payments made in a foreign currency, the sum will be converted into CZK at the exchange rate of the exchange market as announced by the Czech National Bank and valid on the day that the payment is made. All payments in CZK and foreign currencies made by the Buyer to the Seller in the course of one calendar day and related to one Purchase Contract shall be included in the Limit.
- 3.9 The date of payment of any amount or the submission of the Deposit in accordance with Article 3.6 by the Buyer under the Purchase Contract shall be the date on which the amount is credited to the Seller's bank account stated in the Purchase Contract or in the demand for payment, or the date of payment of the given amount in cash to the Seller's cashier at its registered office.
- 3.10 Payments or the submission of the Deposit according to the Purchase Contract must be done by the Buyer in the currency stated in the Seller's documents. If the Purchase Price was agreed upon in the Purchase Contract in EUR, all payments of the Buyer according to the Purchase Contract (e.g. contractual penalties or storage costs according to Article 5.2) shall be paid in EUR. If payments under this Purchase Contract are made by bank transfer, the Buyer is obliged to ensure that the Seller has received all payments in the agreed currency in full, i.e. all costs associated with the transfer of the amounts (e.g. charges for cross-border payments) shall be borne by the Buyer.
- 3.11 If the Buyer defaults in paying the Purchase Price to the Seller for a period of more than 60 days, the Seller shall be entitled to receive a one-off contractual penalty equivalent to 15% of the Final Purchase Price and has the right to withdraw from the Purchase Contract. The contracting parties may agree on a different reasonable grace period.
- 3.12 If the Buyer is not a consumer, they may set off their own receivables against the Seller's receivables only if the Seller acknowledges the Buyer's receivables in writing or they have been granted by a final court decision. The Seller may set off any eligible receivables from the Buyer under this contract against the Buyer's receivables from them, and do so regardless of whether the Buyer is a consumer or a business entity.
- 3.13 The Seller reserves the right to set a maximum permitted sum of outstanding receivables against the Buyer (hereinafter the "**Credit Limit**"), which shall be notified to the Buyer. If the Credit Limit is exceeded, the Seller is entitled to request an advance payment from the Buyer, or settlement of already issued invoices before delivering further goods or services.

#### **4. Estimated delivery date, estimated delivery period, terms of delivery**

- 4.1 The contracting parties have agreed in the Purchase Contract on a preliminary delivery date for delivery of the Vehicle to the Buyer (hereinafter the "**Preliminary Delivery Date**"), or preliminary delivery period, in which the Vehicle shall be delivered to the Buyer (hereinafter the "**Preliminary Delivery Period**"). The Preliminary Delivery Date is set as a specific date. The Preliminary Delivery Period starts running on the first day after conclusion of the Purchase Contract. If the Buyer is in delay in paying the Deposit, the delivery date or delivery period shall be extended accordingly.
- 4.2 If the Seller does not have the Vehicle in stock, they shall immediately order the production of the Vehicle from the manufacturer after submission of the Deposit by the Buyer. The Buyer hereby acknowledges that the final delivery date or final delivery period depend, in particular, on the production capacities of the manufacturer, on transportation of the Vehicle from the manufacturer to the Seller, and on the service capacities of the Seller regarding pre-sale preparations.
- 4.3 In the event of non-observance of the Preliminary Delivery Date, or Preliminary Delivery Period, the Buyer is not entitled to withdraw from the contract, but has six weeks after the lapse of the Preliminary Delivery Date or Preliminary Delivery Period in which to call upon the Seller to deliver the Vehicle within a reasonable grace period.

The Buyer is entitled to withdraw from the contract only if the Seller does not deliver the Vehicle within the reasonable grace period in accordance with the previous sentence. The Buyer is not entitled to possible damages arising from late delivery of the Vehicle, if not stipulated otherwise in mandatory provisions of generally binding legislation. The Buyer is not entitled to withdraw from the Purchase Contract if the Seller is hindered from delivering the Vehicle by obstacles, circumstances or facts occurring independently of the will of the Seller and/or the Vehicle manufacturer.

- 4.4 If the manufacturer can no longer supply the Vehicle due to the stoppage of production of the given Vehicle series, the Purchase Contract shall terminate and the Seller is not obliged to deliver the Vehicle. The Seller is obliged to notify the Buyer of the stoppage of production of the model line by the manufacturer without undue delay after it becomes aware of the fact. Unless the parties agree otherwise, the Seller is in such case obliged to return the Deposit to the Buyer within 15 calendar days of the notice in accordance with the previous sentence.
- 4.5 The Buyer acknowledges that the Vehicle manufacturer may in the period between conclusion of the Purchase Contract and date of delivery of the Vehicle make changes to the design and/or shape of the Vehicle and/or shade of paint if it can reasonably be assumed that the Buyer will agree with these changes. The Seller undertakes to inform the Buyer in writing of such changes.

## 5. Vehicle collection

- 5.1 The Seller shall inform the Buyer in writing of the time and place of Vehicle collection (hereinafter the "**Notification to Collect the Vehicle**"). The Buyer is obliged to collect the Vehicle at the latest within 30 calendar days of delivery of the Notification to Collect the Vehicle. Collection of the Vehicle together with the collection date shall be confirmed by the Seller and Buyer by their signatures on the protocol of handover and collection, which is an integral part of the Purchase Contract. Unless the contracting parties agree otherwise, the Buyer is entitled to collect the Vehicle only if the Buyer has paid the following to the Seller:
- a. the Final Purchase Price in full, and
  - b. all possible receivables of the Seller from the Buyer under the Purchase Contract, particularly the receivables in accordance with Article 5.2 of these Terms and Conditions of Sale (hereinafter the "**Ancillary Receivables**").
- 5.2 If the Buyer is in delay in collecting the Vehicle, the Seller shall store the Vehicle for the Buyer, even in an unsheltered parking place. In such case the Buyer will be obliged to pay the Seller CZK 1,000 for storage for every day of storage or part thereof. If the Buyer is in delay in collecting the Vehicle, the Seller is also entitled to send the Vehicle to the Buyer at the Buyer's risk and expense to the address specified in the Purchase Contract. Should the Buyer fail to collect the Vehicle within 30 calendar days of receipt of the Notification to Collect the Vehicle, the Seller is entitled to a contractual penalty of 15% of the Final Purchase Price, in addition to compensation for storing the Vehicle. The Buyer is obliged to pay this contractual penalty within 5 calendar days of the date of delivery of the request for payment to the Buyer. The Seller is entitled to all damages arising from the breach of the duty to collect the Vehicle by the Buyer. If the Buyer fails to collect the Vehicle even in the reasonable grace period determined by the Seller, the Seller may withdraw from this contract.
- 5.3 The Buyer is obliged to check whether the Vehicle and its equipment comply with the Purchase Contract when collecting the Vehicle. By signature of the protocol of handover and collection, the Buyer confirms that the Vehicle and its equipment comply with the Purchase Contract. In the protocol of handover and collection, the Buyer or their authorised representative, is further obliged to state the number of their national identity document or other identity document. During collection of the Vehicle, the Seller issues the Final Document regarding payment for the Vehicle to the Buyer.

## 6. Reservation of title

- 6.1 The Seller reserves the title to the Vehicle until, and the Buyer shall only become the owner of the Vehicle after, payment of the full Purchase Price (or Final Purchase Price) and any Ancillary Receivables (hereinafter the "**Reservation of Title**" or "**Time of Reservation of Title**").
- 6.2 Throughout the Time of Reservation of Title (i.e. until the Purchase Price and possible Ancillary Receivables are fully paid) the Buyer is obliged at the Seller's request to immediately take out insurance at the Buyer's expense for the benefit of the Seller as the insured party against damage or destruction of the Vehicle due to an accident, or due to the action of a working accessory that is part of the Vehicle (e.g. tipper, mechanical arm, etc.), or as a result of force majeure, and against theft of the Vehicle or part of it, for the value of a new Vehicle (hereinafter the "**Insurance**"). The Buyer is obliged to immediately prove to the Seller that they have taken out an Insurance policy.
- 6.3 The Buyer is obliged to inform the Seller immediately in writing if the Vehicle to which the Reservation of Title applies, becomes involved in the enforcement of a decision or part of a bankruptcy estate or other proceedings by which a third party infringes upon the Seller's rights to the Vehicle, or such infringement is pending.

- 6.4 The risk of damage to the Vehicle shall be transferred to the Buyer upon collection of the Vehicle. For the Time of Reservation of Title, the Buyer may not dispose of the Vehicle without the consent of the Seller or contractually undertake to provide the Vehicle for use by a third party.
- 6.5 The Buyer is obliged to maintain the Vehicle to which the Reservation of Title applies in perfect technical condition and immediately perform all necessary repairs and maintenance.
- 6.6 If the Buyer upon request from the Seller does not insure the Vehicle or fails to duly fulfil their other obligations to the Seller, including the obligation to pay the Purchase Price, further in the event that bankruptcy proceedings are initiated against the Buyer, or in the case of other behaviour of the Buyer that harms the interests of the Seller, the Buyer shall lose the right to use the Vehicle within the Time of Reservation of Title, unless the Seller stipulates otherwise.

## **7. Liability for defects and quality warranty**

- 7.1 The quality warranty is provided in the warranty terms and conditions for each individual type of vehicle.
- 7.2 Liability for Vehicle defects is governed by the relevant provisions of the law.
- 7.3 The Seller may lodge liability claims in connection to Vehicle defects with the Seller, or as per agreement with the Seller, also with other members of the authorised Mercedes-Benz service network (hereinafter an "**Authorised Repairer**"). Should the Vehicle become inoperable due to a defect, the Buyer shall contact the Authorised Repairer who is nearest to the inoperable Vehicle. The Buyer shall immediately inform the Seller about any claims under liability for defects lodged with an Authorised Repairer.
- 7.4 In the case of claims of liability for defects, the Vehicle or its parts are kept for a reasonable period of time by the Seller to investigate the defects. If the claims under liability for defects prove to be justified, the parts that have been replaced with defect free parts become the property of the Seller. The removed parts shall otherwise be returned to the Buyer.
- 7.5 Parts installed in the Vehicle because of the repair of defects may be the subject of claims for liability for defects under the Purchase Contract until the lapse of statutory liability for Vehicle defects.

## **8. Termination of Purchase Contract – withdrawal from Purchase Contract according to Section 2001 et seq. of the Civil Code**

- 8.1 The Buyer is only entitled to withdraw from the Purchase Contract in writing in the following cases:
  - a. for reason of delay by the Seller under the conditions stipulated in Article 4.3,
  - b. for other reasons stated in these Terms and Conditions of Sale.
- 8.2 The Seller is entitled to withdraw from this contract in writing particularly in the following cases:
  - a. the Buyer has not paid the Deposit according to Article 3.6 by the agreed deadline or has not paid the Balance of the Purchase Price within the period according to Article 3.7 and fails to do so even within the reasonable grace period provided to them by the Seller,
  - b. the Buyer has not collected the Vehicle within the stipulated period according to Article 5.1 and has not done so even within the reasonable grace period for collection of the Vehicle provided to them by the Seller,
  - c. the Buyer will be / was listed in any of the current penalty registers of the EU or USA.
- 8.3 The Seller's withdrawal from the Purchase Contract according to Article 8.2 does not affect the Buyer's obligation to pay the agreed contractual penalty in case of a breach of the Buyer's contractual duties, and statutory default interest, storage charges and also damages according to Article 5.2. The Seller is entitled to set off such receivables against the Buyer's receivables for reimbursement of payments made toward the Purchase Price.

## **9. Interpretation provision**

If not expressly stipulated otherwise in the Purchase Contract, or if the context of the Purchase Contract does not require otherwise:

- a. the headings in the Purchase Contract are only given for better orientation and do not have any impact on the interpretation of the individual provisions of the Purchase Contract,
- b. words in masculine form include the feminine and vice versa,
- c. words in the singular according to the context of the Purchase Contract also include the plural and vice versa. This applies particularly to the definitions used in the Purchase Contract, which according to the context of the Purchase Contract and the specific circumstances apply to both the singular and plural, even if the concerned definition is stated in the Purchase Contract only in the singular or only in the plural. The term

"definition" means definitions (abbreviations) stated in the relevant provisions of the Purchase Contract in bold and in brackets,

- d. all definitions given in other parts of the Purchase Contract have the same meaning in the Terms and Conditions of Sale and any other parts of the Purchase Contract. Similarly, all definitions stated in these Terms and Conditions of Sale have the same meaning in the Purchase Contract as in other parts of the Purchase Contract,
- e. some definitions are also defined in the actual Purchase Contract or in other parts of the Purchase Contract for better comprehensibility and clarity of these parts of the Purchase Contract,
- f. in compliance with the definition stated in Article 1.2, the words "Purchase Contract" or "this Purchase Contract" in the appropriate grammatical case are used to refer to the contractual arrangements of the parties. The Purchase Contract means the Purchase Contract including its integral parts.

## 10. Final provisions

- 10.1 If any provisions of the Purchase Contract (including these Terms and Conditions of Sale) are or become partially or wholly invalid or ineffective, this shall not affect the validity or effectiveness of the rest of the provisions of the Purchase Contract (including these Terms and Conditions of Sale).
- 10.2 If the Buyer shall finance the Vehicle through leasing, the rights and duties of the Buyer arising under the Purchase Contract can be transferred to the given lease company, or this Purchase Contract can be terminated for the given reason and the rights and duties transferred in a suitable manner to the lease company according to the clear intention of all the parties.
- 10.3 The Seller is liable for damages arising in connection with the subject of the Purchase Contract only in the event that they clearly caused them by gross negligence or intentionally, unless the mandatory provisions of the legislation stipulate otherwise.
- 10.4 The Purchase Contract is governed by the laws of the Czech Republic and was concluded pursuant to Section 2079 et seq. of the Civil Code.
- 10.5 Unless stated otherwise in this Purchase Contract, the place of performance of all the obligations is the Seller's registered address. The court with jurisdiction over all claims arising from this contract shall be the court of law of the Seller, unless it is a different court in accordance with the applicable mandatory provisions of the generally binding legislation of the Czech Republic.
- 10.6 The Buyer hereby agrees that their personal data contained in the Purchase Contract and its parts may be processed by Mercedes-Benz PRAHA s.r.o., Reg. No.: 055 56 040, with its registered office at Daimlerova 2296/2, Prague 4 – Chodov, 149 00 (hereinafter "**MB PRAHA**"), other Daimler Group member companies (particularly Daimler AG, with its registered office at Mercedes Strasse 137, 70327 Stuttgart, FRG), and its business partners, especially for the purpose of fulfilment of the contractual relationship and exercise of all rights of MB PRAHA arising from it. For the purposes of ascertaining customer satisfaction and offers of other Daimler services/products, MB PRAHA and other member companies of the Daimler Group are entitled to provide this data to companies with which they have contractual relationships in this regard (especially GFK Czech, s.r.o., Reg. No.: 15271757, among others). The Buyer agrees that MB PRAHA, other Daimler Group members, and their business partners are authorised to process the personal data from the moment of establishment of the contractual relationship up to five years after the termination of the last contractual obligation between them. The Buyer is entitled to have their personal data corrected and revoke their consent to the processing of this data in writing at any time. MB PRAHA shall comply with the applicable regulations, particularly Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.

Under the above defined conditions, the Buyer hereby agrees that any phone call with MB PRAHA may be recorded in order to ascertain customer satisfaction and that such recordings may be kept by MB PRAHA for three months after being made.

In \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_

[Buyer – name and surname, signature]

- 10.7 All letters concerning the Purchase Contract shall be sent to the registered office, place of business or residence of the contracting parties specified in the Purchase Contract, or other new address that has been notified in writing to the other contracting party if such address has changed. The document is considered delivered by handover or delivery by mail or courier to the address of the other contracting party. The day of delivery shall be the date when the other contracting party received the document, or refused to accept the document, or the day when the document is returned to the sender with a notification that it could not be delivered.

10.8 If this document is concluded in English and in Czech, the Czech version of this document shall always take precedence.

**11. Provision of data outside the Seller's place of business for reason of conclusion of the Purchase Contract**

11.1 If the Purchase Contract is concluded with a Buyer that is a consumer, outside the Seller's place of business and a Purchase Contract template is used, the following shall apply:

- a. The contact details of the Seller are set out at the head of the actual Purchase Contract, (ii) the goods and their properties are specified in Article 1 of the actual Purchase Contract, (iii) the price of the goods is specified in Article 2 of the actual Purchase Contract, whereas the conditions for its change are stipulated in Article 3 of these Terms and Conditions of Sale, (iv) the method of payment and mode of delivery are set out in Articles 3 and 4 of the actual Purchase Contract and in these Terms and Conditions of Sale, (v) the delivery costs are defined in Article 2 of the actual Purchase Contract, whereas the purchase includes the cost of transportation of the Vehicle from the manufacturer to the registered office address of the Seller, (vi) details of the warranty rights are set out in the warranty conditions, (vii) the duration of the obligations and conditions for termination of the obligations are regulated by the arrangements in the Purchase Contract.
- b. Over and above the reasons for withdrawal from the Purchase Contract stipulated in other provisions, the Buyer may in accordance with Section 1829 of the Civil Code withdraw from the Purchase Contract within 14 days of collection of the goods. The Buyer is obliged to notify the Seller in writing of the withdrawal to the address mentioned in the Introductory provisions. The Buyer shall bear all the costs related to the return of the Vehicle to the Seller in case of withdrawal from the Purchase Contract. In accordance with Section 1837(d) of the Civil Code, the Buyer is however not entitled to withdraw from the Purchase Contract if the Vehicle has been modified according to the Buyer's wishes.
- c. The Seller has no special means of extrajudicial handling of the Buyers' complaints. In case of any complaints, the Buyer can contact any business premises of the Seller.
- d. In the event of withdrawal from the contract the Buyer is liable, in accordance with Section 1833 of the Civil Code, to the Seller for any reduction in value of the Vehicle which arose as a result of handling this Vehicle in a manner other than is necessary with regard to its nature and characteristics.

By appending their signature, the Buyer confirms that they have acquainted themselves with these Terms and Conditions of Sale and understood all of the provisions.

In \_\_\_\_\_, on \_\_\_\_\_

In \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
Mercedes-Benz PRAHA s.r.o.

\_\_\_\_\_  
Buyer