

Terms and conditions of sale for new motor vehicles

1. Recitals

- 1.1 These terms and conditions of sale for new motor vehicles of SAGA PRAHA s.r.o., with its registered office and business premises at Daimlerova 2296/2, 149 00 Prague 4 – Chodov, 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 terms, protocol of handover and collection as well as any possible additional components according to the specific circumstances shall also be an integral part of the vehicle purchase contract specified in Article 1.1. If the specification of the vehicle, which is usually included 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 the documents set out in Articles 1.1. and 1.2 are hereinafter jointly referred to 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.

1a. Communications made before the conclusion of the Purchase Contract

- 1a.1 If the Purchase Contract is concluded with a Buyer who is a consumer, and the Purchase Contract is concluded by means of distance communication or outside the Seller’s place of business, the Seller shall inform the Buyer of the following:
 - a. information on the main features of the goods is specified in the non-binding offer received by the customer (consumer) from the Seller prior to the conclusion of the Purchase Contract, and in the draft Purchase Contract;
 - b. the costs of means of distance communication do not differ from the basic rate; in case of internet and telephone connection, the Buyer shall pay the costs according to the conditions of the Buyer’s internet or telephone service provider – the Seller shall not charge any additional fees; in case of contracts concluded through postal services, the Buyer shall pay the costs of sending the contract to the Seller under the terms and conditions of the postal service and the costs of official authentication of the Buyer’s signature under the conditions stipulated by the legal regulations – the Seller shall not charge any additional fees;
 - c. the Seller requests payment of a deposit on the purchase price of the Vehicle or a similar payment, especially in respect of new vehicles the production of which is ordered from the vehicle manufacturer by the Seller in accordance with Article 3.6 of these Terms and Conditions of Sale;
 - d. the manner and time of delivery or performance is specified in the non-binding offer received by the customer (consumer) from the Seller prior to the conclusion of the Purchase Contract, and in the draft Purchase Contract;
 - e. the Seller requires payment of the full purchase price as well as any other Seller’s receivables from the Buyer under the Purchase Contract prior to collection of the Vehicle by the Buyer from the Seller by wire transfer to the Seller’s bank account specified in the invoice; one counterpart of the Purchase Contract and the relevant invoice shall be handed over to the Buyer and the other counterpart shall be deposited with the Seller;
 - f. the prices of goods and services are specified in the Purchase Contract both excluding and including VAT and including all taxes and charges stipulated by law; the total price of the goods including all taxes, charges and costs of their delivery to the customer as well as the method of payment are specified in the non-binding offer received by the customer (consumer) from the Seller prior to the conclusion of the Purchase Contract, and in the draft Purchase Contract;
 - g. the Buyer has the right to withdraw from the Purchase Contract without stating a reason (unless specified otherwise below), within fourteen days of the date of collection of the goods, or:
 - i. the last item of goods if the Buyer’s order contains several items of goods which are supplied separately;
 - ii. the last item or part of a supply of goods consisting of several items or parts; or
 - iii. the first supply of goods, if the subject of the Purchase Contract consists in regular supplies of goods for an agreed period of time;

- h. the Buyer has the right to withdraw from the Purchase Contract pursuant to subparagraph (g.) of this Article by means of a filled-in withdrawal form, which is available for download at www.mercedes-benz-saga.cz, or some other unambiguous notice of withdrawal from the Purchase Contract (e.g. by letter specifying the name, surname, company name, address, telephone number or email of the Buyer) sent before the expiry of the deadline specified in subparagraph (g) of this Article to the address of the Seller's registered office specified in Article 1.1 or by email to prodej@mercedes-benz.com or by informing the Seller of the withdrawal in person at the Seller's business premises;
- i. the Buyer may not withdraw from (i) a contract for the supply of goods manufactured according to the Buyer's requirements or adapted to the Buyer's personal needs; (ii) a contract for urgent repair or maintenance to be carried out at a place specified by the Buyer at the Buyer's express request – this does not apply to the performance of repairs other than the requested repairs or supplies of goods other than spare parts necessary for carrying out the repair or maintenance; (iii) service contracts, if provided in full; in case of performance for consideration, only if it commenced with the prior express consent of the Buyer before the expiry of the deadline for withdrawal from the contract and the Seller has advised the Buyer before the conclusion of the contract that the right to withdraw from the contract will expire upon provision of the performance;
- j. in case of a withdrawal from contract pursuant to subparagraph (g.) of this Article, the Buyer shall bear the costs associated with the return of the Vehicle (and other supplied goods, if any); this applies even in case of a contract concluded by means of distance communication as, due to its nature, the Vehicle cannot be returned by regular mail;
- k. the Buyer is obliged to pay a proportional part of the price in case of a withdrawal from a contract concerning services whose provision has already begun;
- l. if the Buyer withdraws from the Purchase Contract pursuant to subparagraph (g.) of this Article, the Buyer shall hand over the Vehicle to the Seller at the Seller's registered office without undue delay, but not later than within fourteen days of the withdrawal from the Purchase Contract, including all accessories of the Vehicle and optional equipment, all contractual and other documents received at the time of purchase of the Vehicle and any other supplied goods;
- m. the Seller shall bear the costs related to the return of the Vehicle only in case the Vehicle is delivered to the Buyer's place of residence at the time of execution of the Purchase Contract; in such a case, the Seller shall collect the Vehicle at the Buyer's place of residence at its own expense;
- n. if the Buyer withdraws from the Purchase Contract pursuant to subparagraph (g.) of this Article, the Seller shall refund to the Buyer, without undue delay, but not later than within fourteen days of delivery of the notice of withdrawal from the Purchase Contract, all funds, including the costs of delivery of the Vehicle (except for the costs of returning the Vehicle) received from the Buyer on the basis of the contract, in the same manner in which the Seller received them. The Seller shall return the received funds to the Buyer in another manner only if the Buyer agrees to do so and unless the Buyer incurs any additional costs by this. The Seller is not obliged to return the received funds to the Buyer before the Buyer hands over the Vehicle (and other supplied goods, if any) to the Seller;
- o. if the Buyer withdraws from the Purchase Contract pursuant to subparagraph (g.) of this Article in a situation where the Vehicle has already been registered in the records of motor vehicles with the Buyer as its new owner or if the competent authority issued a certificate of roadworthiness to the Buyer, the Buyer shall be liable for any reduction in the value of the Vehicle as a result of its registration in the records of motor vehicles with the Buyer as its new owner or as a result of issuance of a certificate of roadworthiness for the Vehicle by the competent authority and the Seller shall not refund to the Buyer the purchase price for the Vehicle in the full amount but in an amount decreased by the amount by which the value of the Vehicle reduced as a result of its registration in the records of motor vehicles with the Buyer as its new owner or as a result of issuance of a certificate of roadworthiness for the Vehicle by the competent authority, but not less than by 30 %;
- p. the Buyer must return the Vehicle and other supplied goods undamaged, without wear and tear and clean. In the event of withdrawal from the Purchase Contract pursuant to subparagraph (g.) of this Article, the Buyer is liable to the business entity for any reduction in the value of the Vehicle which arose as a result of handling of the goods in a manner other than is necessary to become acquainted with the nature, characteristics and functionality of the goods, i.e. especially as a result of the following reasons:
 - i. excessive wear and tear of the Vehicle, in particular if the Vehicle was driven for more than 100 km;
 - ii. changes in the technical condition of the Vehicle, breakdowns or damage to the Vehicle or any changes to the exterior or interior of the Vehicle, unless it constitutes a pre-existing defect of the Vehicle;
 - iii. encumbrance of the Vehicle by a third-party right, including a pledge, lease or ownership right, for the benefit of a third party;
 - iv. enforcement of a decision or debt collection are pending against the Buyer or an insolvency petition has been filed against the Buyer.

- q. the Seller's contact email address is prodej@rcm-saga.cz, the Seller's contact telephone number is 271 077 111;
 - r. rights based on defective performance and information on warranty are set out in Article 7 of these Terms and Conditions of Sale, in the warranty terms.
- 1a.2 In case of any complaints, the Buyer can contact the Seller at its business premises. If a consumer dispute arises under the Purchase Contract, the Buyer has the right to file an application for out-of-court resolution of consumer disputes in accordance with Section 20d *et seq.* of Act No. 634/1992 Coll., on consumer protection. The body for out-of-court resolution of consumer disputes, is the Czech Trade Inspection Authority.

The Buyer can contact the Czech Trade Inspection Authority:

- at Štěpánská 796/44, 110 00 Prague 1
- by email at adr@coi.cz
- through data box ID: x7cab34

More information on the Czech Trade Inspection Authority is available at www.coi.cz.

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 transportation of the Vehicle from the manufacturing plant to the Seller's registered office (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 Article 3.5 shall not apply. The Seller shall expressly notify the Buyer about the change in the Purchase Price as soon as the circumstances foreseen in Articles 3.3 to 3.4 come to pass; if the Purchase Price is increased by more than 15% of the anticipated Purchase Price set out in the Purchase Contract in accordance with Articles 3.3 and 3.4, the Buyer may withdraw from the Purchase Contract within 14 days of delivery of a notice of a Purchase Price increase. If the Buyer does not withdraw from the Purchase Contract according to the previous sentence, the Purchase Price shall be increased upon expiry of the deadline for withdrawal specified in the previous sentence, while the rest of the provisions of the Purchase Contract shall remain unchanged and continue in force.
- 3.3 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.
- 3.4 If the price of the Vehicle determined by the Vehicle manufacturer *vis-à-vis* the Seller increases between the date of the Purchase Contract and the date of issue of the Final Document (Article 3.7), compared to the original Purchase Price determined by the manufacturer *vis-à-vis* the Seller valid as of the date of the Purchase Contract, the Seller may proportionately increase the Purchase Price specified in the Purchase Contract by an amount corresponding to the ratio of the original price determined by the manufacturer *vis-à-vis* the Seller valid as of the date of conclusion of the Purchase Contract and the increased price determined by the manufacturer *vis-à-vis* the Seller, valid as of the date of issue of the Final Document. The Seller shall expressly notify the Buyer about the change in the Purchase Price specified in the Purchase Contract; the change in the Purchase Price specified in the Purchase Contract shall be effected upon delivery of the notice of a change in the Purchase Price to the Buyer.
- 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 and after its payment by the Buyer to the Seller, the Seller shall issue a payment receipt for the Deposit. If the Seller has the 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 230,000 (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 of these Terms and Conditions of Sale by the Buyer 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 and the final delivery period depend, in particular, on the production capacities of the manufacturer, on transportation of the Vehicle from the manufacturer to the Seller, on administrative acts (homologation, issuance of a certificate of registration) 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 Buyer sends a request pursuant to the previous sentence to the Seller and 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 Vehicle manufacturer does not confirm to the Seller the date of manufacture of the Vehicle within 6 months of conclusion of the Purchase Contract, the Seller and the Buyer may withdraw from the Purchase Contract upon expiry of this period. However, the Buyer's right to withdraw from the Purchase Contract expires once the Seller informs the Buyer that the date of manufacture of the Vehicle has been confirmed by the manufacturer.
- 4.5 If the Vehicle can no longer be supplied as a result of stoppage of manufacture of the model line or specific model of the Vehicle by the manufacturer, the Seller is obliged to notify the Buyer without undue delay after it becomes aware of this fact. Both the Seller and the Buyer may withdraw from the Purchase Contract from the moment of delivery of the Seller's notice pursuant to the previous sentence. Unless the contracting parties agree otherwise, the Seller is in such case obliged to return the Deposit to the Buyer within 15 calendar days of delivery of the notice of withdrawal in accordance with the previous sentence.

4.6 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 place specified by the Seller in the Notification to Collect the Vehicle. If the place of collection is the Seller’s business premises, the Buyer is obliged to collect the Vehicle not later than within 30 calendar days of the date of despatch of the Notification to Collect the Vehicle. If the Seller specifies a place other than the Seller’s business premises as the place of collection, the Buyer is obliged to collect the Vehicle by the deadline specified by the Seller in 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 risk of damage to the Vehicle passes to the Buyer upon occurrence of the delay. In such a case, 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 excl. VAT 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 of the registered office / place of residence of the Buyer or to the address specified in the Purchase Contract. If the place of collection is the Seller’s business premises and the Buyer is in delay with the collection of the Vehicle, the Seller is also entitled to a contractual penalty equivalent to 15% of the Final Purchase Price, in addition to compensation for storing the Vehicle. If the Seller specifies a place other than the Seller’s business premises as the place of collection and the Buyer fails to collect the Vehicle within the deadline specified by the Seller in the Notification to Collect the Vehicle, the Seller shall again notify the Buyer to collect the Vehicle and specify a substitute date for collection of the Vehicle; in such a case, the Seller may specify the Seller’s business premises as the place of collection on the substitute date. If the Buyer fails to collect the Vehicle even on this substitute date specified by the Seller, the Seller is also entitled to a contractual penalty equivalent to 15% of the Final Purchase Price, in addition to compensation for storing the Vehicle. The Buyer is obliged to pay the contractual penalty pursuant to this Article within 5 calendar days of the date of delivery of a request for its 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, including, but not limited to, compensation for the costs of transportation of the Vehicle to the place of delivery and to the place of storage of the Vehicle, unless the place of delivery is the Seller’s business premises.

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 pass to the Buyer upon takeover of the Vehicle unless the risk of damage has passed to the Buyer earlier pursuant to Article 5.2 hereof. 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. Damage to the Vehicle arising after the passage of the risk of damage to the Vehicle shall not affect the Buyer’s obligation to pay the Purchase Price, unless the Seller caused the damage by breaching his obligation.

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 Buyer may lodge warranty or 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. in the cases referred to in Articles 3.2, 4.3 and 4.5;
- b. the Buyer who is a consumer may also withdraw in the cases referred to in Art. 1a.1 (g.).

8.2 The Seller is entitled to withdraw from the Purchase 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. in the cases referred to in Articles 3.11, 4.4 and 4.5;
- c. the Buyer is in delay in collecting the Vehicle;
- d. the Buyer will be / was listed in any of the current penalty registers of the EU or USA;
- e. the Seller terminates framework agreement which the Seller has concluded with the Buyer in connection with the purchase of new motor vehicles.

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 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;
- g. unless these Terms and Conditions of Sale expressly stipulate that the provision only concerns a Buyer who is a consumer, the word "Buyer" includes both a Buyer who is a consumer and a Buyer who is a business entity.

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 has the right to out-of-court resolution of consumer disputes in accordance with Section 20d et seq. of Act No. 634/1992 Coll., on consumer protection, with the Czech Trade Inspection Authority or with another entity authorised by the Ministry of Industry and Trade (www.mpo.cz).
- 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 By signing these terms and conditions of sale, the Buyer confirms that he has been acquainted in detail with his rights in the field of personal data protection and the possibilities of exercising them.
- 10.9 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 _____

SAGA PRAHA s.r.o.

Buyer