

# General Terms and Conditions (GTC)

## 1 General

### 1.1 Scope

These General Terms and Conditions apply in the version valid at the time of conclusion of the contract to all business relations between us (**PlugVan GmbH**, Wackenbergstraße 95, 13156 Berlin, Germany, represented by its managing directors: Mr. Jörg Kortmann and Mr. Florian Fey) and you (customer). Should you use conflicting general terms and conditions, these are hereby expressly contradicted.

### 1.2 Contractual Agreement

Contractual languages are German and English. In case of doubt about the interpretation and wording, the German version of the legal texts shall be consulted.

### 1.3 Conclusion of contract

As a rule, the contract is concluded individually by offer and acceptance.

We offer a configurator on our website for this purpose. There you first configure your PlugVan module and then enter your personal data including billing address. By clicking on the "send" button, you transmit the configuration you have selected to us. Alternatively, you can create the desired configuration by telephone, e-mail or in a personal meeting with a PlugVan employee. You will then receive a binding contract offer from us, which you can accept within 14 days. The contract is only concluded upon acceptance. You will then immediately receive an order confirmation which contains the essential components of the contract as well as all necessary legal information.

Alternatively, you can order one of the pre-configured PlugVan modules directly via the website. The display of the offered order options on the website [www.plugvan.com](http://www.plugvan.com) does not constitute a binding offer, but an invitation to submit a binding purchase contract offer (Option 1 and Option 2) from you to us.

#### 1.3.1 Option 1 (Order PlugVan, with 50% down payment)

This option offers you the possibility to order a PlugVan against a down payment of 50% of the purchase price within 14 days after conclusion of the contract. The remaining purchase price is to be paid 30 days before delivery; the invoice for this follow-up payment will be sent to you by e-mail.

If you have selected this option, you can specify a **preferred delivery date** and place. The notification that your offer is accepted will include a **non-binding delivery date**.

Together with the invoice for the follow-up payment, you will receive a delivery notification at the same time (possibly slightly delayed for technical reasons), in which you will be informed of a **binding delivery date**.

Only if the purchase price is received by us up to the day before the delivery date can your PlugVan be collected from you or delivered to you on the specified collection or delivery date.

#### 1.3.2 Option 2 (Order PlugVan, with full purchase price payment)

This option offers you the possibility to order a PlugVan against full payment of the purchase price, less 1.5% discount on the purchase price with a due date up to 75 days before delivery. The procedure is the same as for option 1 (see section 1.3.1) with the difference that instead of a down payment invoice you will receive an invoice for the full purchase price less 1.5% discount.

### 1.4 Storage of the text

of the contract A separate storage of the text of the contract by us does not take place, but the content of the contract results in each case individually from the agreement reached.

### **1.5 Subsequent amendment of the terms and conditions**

We shall be entitled to subsequently adapt and supplement the General Terms and Conditions of Business in relation to existing business relationships insofar as changes in legislation or case law make this necessary or other circumstances lead to the contractual equivalence relationship being disturbed to a more than insignificant extent. A subsequent amendment to the terms and conditions of business shall become effective if you do not object within six weeks after notification of the amendment. At the beginning of the period, we will expressly draw your attention to the effect of your silence as acceptance of the amendment to the contract and give you the opportunity to make an express declaration during the period. If you object within the time limit, both we and you may terminate the contractual relationship extraordinarily, unless we allow the contractual relationship to continue under the old General Terms and Conditions.

## **2 Delivery**

### **2.1 Description of performance**

We manufacture PlugVan modules that contain van and camper van interiors and can be inserted into and removed from suitable vehicles. In addition, we rent and sell our products.

### **2.2 Partial deliveries**

We are entitled to make partial deliveries if this is reasonable for you. In the event of partial deliveries, however, you will not incur any additional shipping costs.

### **2.3 Delays in delivery and performance**

Delays in delivery and performance due to force majeure and due to extraordinary and unforeseeable events which cannot be prevented by us even by exercising the utmost diligence and for which we are not responsible (this includes in particular strikes, official or court orders and cases of incorrect or improper self-delivery despite covering transactions to this effect) entitle us to postpone the delivery for the duration of the impeding event.

### **2.4 Exclusion of delivery**

Deliveries to addresses where secure delivery to you as the rightful recipient cannot be guaranteed will not be carried out.

### **2.5 Default of acceptance**

If you are in default of acceptance of the ordered goods, we are entitled to withdraw from the contract after setting a reasonable grace period and to claim damages for default or for non-performance. During the delay in acceptance, you shall bear the risk of accidental loss or accidental deterioration. From the 15th day of default in acceptance, we shall charge storage costs in the amount of 15 euros net per month per commenced square metre of storage space, which we shall invoice separately. Each month that has elapsed shall be charged in full.

### **2.6 Time of performance**

The time of performance is calculated individually by agreement. For this purpose, we will send you the corresponding purchase contract as acceptance of your offer.

## **3 Payment**

### **3.1 Prices and shipping costs**

All prices include German VAT. In addition, there are the costs for packaging and shipping, which are shown separately in each case, unless collection by you at our production site has been agreed.

### 3.2 Delivery conditions

The delivery conditions (Incoterms) are understood to be "ex works" or EXW from our delivery address, unless other conditions are explicitly agreed.

### 3.3 Payment methods

Possible payment methods are offered in the order process on the website. If no payment methods are offered in the order process, bank transfer shall be the only agreed payment method. Cash payment is excluded.

### 3.4 Default of payment

You will be in default of payment if payment is not received by us within 15 days of receipt of the invoice. In the event of default in payment, interest shall be charged at a rate of 5 percentage points above the base rate of the European Central Bank, or 9 percentage points above the base rate of the European Central Bank in the case of legal transactions in which a consumer is not involved.

Alternatively, we may opt to charge reminder fees as follows:

First reminder: 10 euros

Second reminder: 30 euros (the reminder fees of the first reminder are included)

Final reminder: 60 euros (the reminder fees of the first and second reminder are included)

The right to claim further damages remains unaffected.

You have the option of proving that we have suffered no damage or less damage.

### 3.5 Right of retention

You are only entitled to assert a right of retention for counterclaims that are due and based on the same legal relationship as your obligation.

## 4. cancellation policy for consumers in distance contracts

### Cancellation policy

#### Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods / the last goods.

To exercise your right of withdrawal, you must notify us (PlugVan GmbH, Wackenbergstraße 95 13156 Berlin, Germany, telephone: 030 - 62939343, e-mail: info2@plugvan.com) by means of a clear declaration (e.g. a letter or e-mail sent by post) of your decision to revoke this contract. You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

To comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the end of the cancellation period.

#### Consequences of revocation

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us without delay and in any case no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the quality, characteristics and functioning of the goods.

**- End of the cancellation policy -**

**Exclusion of the right of withdrawal**

The right of withdrawal does not apply to contracts for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

**Non-existence of the right of revocation for tenancy agreements**

The right of withdrawal does not apply to contracts for the provision of services related to leisure activities if the contract provides for a specific date or period for the provision.

## 5 Your responsibility

### 5.1 General

You are solely responsible for the content and accuracy of the data and information you submit.

You also undertake not to transmit any data whose content infringes the rights of third parties or violates existing laws. By transmitting data to us, you confirm that you have complied with the copyright provisions.

### 5.2 Indemnification

You indemnify us against all claims asserted against us by third parties on account of such infringements. This also includes the reimbursement of costs of necessary legal representation.

### 5.3 Data backup

You are jointly responsible for backing up the information sent. We cannot be held responsible for the loss of your transmitted information, as we do not provide a general data backup guarantee.

## 6 Retention of title vis-à-vis consumers

The delivered goods remain our property until the purchase price has been paid in full. You must treat the goods subject to simple retention of title with care at all times. You assign to us any claim or compensation you may receive for damage, destruction or loss of the goods delivered. If you act in breach of contract, in particular if you are in default of payment, we shall be entitled to take back the goods. In this

case, taking back the item does not constitute withdrawal from the contract unless we expressly declare this in text form.

## **7. retention of title vis-à-vis entrepreneurs**

### **7.1 General**

If you are an entrepreneur, the goods, works and materials delivered by us shall remain our property until all present and future claims arising from the business relationship have been settled in full. You shall at all times treat the goods subject to retention of title with care. You assign to us any claim or compensation you may receive for the damage, destruction or loss of such items.

### **7.2 Attachment and other impairments**

If the item subject to retention of title is attached or otherwise impaired by third parties, you must notify us immediately so that an action can be brought in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, you shall be liable for the loss incurred by us.

### **7.3 Resale**

If you are an entrepreneur, you are entitled to resell the reserved goods in the normal course of business. You hereby assign to us the claims of the customer arising from the resale of the goods subject to retention of title in the amount of the agreed final invoice amount (incl. value added tax). This assignment shall apply irrespective of whether the purchased goods have been resold without or after processing. You shall remain authorised to collect the claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected. However, we shall not collect the claim as long as you meet your payment obligations from the proceeds collected, are not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended.

### **7.4 Repossession**

In the event of conduct in breach of contract on your part, in particular in the event of default in payment, but also in the event of an application for insolvency proceedings against your assets, we shall be entitled to repossess the item. In this case, the taking back of the item does not constitute a withdrawal from the contract unless we expressly declare this in text form.

### **7.5 Release of securities**

If the value of the securities exceeds the value of the secured claims by more than 15 percent, we are obliged to release securities at the customer's request in text form.

## **8 Warranty (purchase contracts and contracts for work and materials)**

### **8.1 Warranty claim**

There are statutory warranty rights, unless these are restricted by further regulations in Chapter 8. A warranty claim can only arise with regard to the properties of the goods; reasonable deviations in the aesthetic properties of the goods are not subject to the warranty claim. In particular with regard to the descriptions, representations and details in our offers, brochures, catalogues, on the website and other documents, there may be technical and design deviations (e.g. colour, weight, dimensions, design, scale, positioning or similar), insofar as these changes are reasonable for you. Such reasonable reasons for changes may result from fluctuations customary in the trade and technical production processes. If guarantees are given in addition to the warranty claims, you will find their exact conditions with the product in each case. Possible guarantees do not affect the warranty rights. You are obliged to make the defective

goods available to us for the purpose of subsequent performance.

### **8.2 Warranty to consumers**

The risk of accidental loss or deterioration of the goods sold shall not pass to you until the goods are handed over. If you notice that the outer packaging arrives damaged or if you notice any damage after receipt of the goods, please inform us. However, there is no obligation to make such a notification, nor are any warranty rights affected by failure to notify us. If the goods are defective, you have the option of demanding

subsequent performance in the form of repair or subsequent delivery within a reasonable period of time. We shall bear the costs of taking back the goods to be replaced.

### **8.3 Warranty**

vis-à-vis **entrepreneurs** The

following shall apply vis-à-vis entrepreneurs, in deviation from the statutory warranty provisions, that in the event of a defect we shall, at our own discretion, provide subsequent performance in the form of rectification of the defect or new delivery. In this case, the risk of accidental loss or deterioration of the item shall already pass to you upon handover to the person designated for transport. Entrepreneurs must report obvious defects immediately and non-obvious defects immediately after discovery in text form; otherwise the assertion of the warranty claim is excluded. Timely dispatch is sufficient to meet the deadline. The entrepreneur shall bear the full burden of proof for all claim prerequisites, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.

### **8.4 Rights in the case of**

an insignificant defect In the case of an insignificant defect, you shall only be entitled to a reasonable reduction of the purchase price to the exclusion of the right of withdrawal.

### **8.5 Compensation for defects**

No warranty is given for damage caused by improper handling or use. Express reference is made to the following exclusion of liability.

### **8.6 Statute of limitations and time limits**

For consumers, the statutory limitation periods shall apply unless a different limitation period has been expressly agreed for used goods. If you are an entrepreneur, the warranty for used goods is excluded and for new goods it is 1 year. Excluded from this is the right of recourse according to § 478 BGB. The shortening of the limitation period expressly does not exclude liability for damages arising from injury to life, body or health or in the case of intent or gross negligence. The provisions of the Product Liability Act shall also remain unaffected.

## **9 General information on renting**

### **9.1 Deposit**

We reserve the right to demand an appropriate deposit for the rental.

### **9.2 Rental period**

The agreed rental period begins with the collection from us or, in the case of dispatch of the rental object at your request, with the handover of the rental object to the designated transport person. The rental period ends with the handover/receipt of the return of the rental object to us or a party named by us.

### **9.3 Cancellation**

Cancellation of the services booked by you is possible in text form (e.g. e-mail, post). The timeliness of the cancellation depends on the date of receipt by us. The cancellation costs are based on the following graduated flat rates:

- Up to one month before the start of the rental period: 25% of the total rental price
- Up to one week before the start of the rental period: 50% of the total rental price
- Less than one week before the start of the rental period: 75% of the total rental price

You retain the right to prove that we have incurred no or lower costs.

#### **9.4 Your obligations as a renter**

You may not sublet the rental item. You may only use the rental item in combinations approved by the manufacturer.

#### **9.5 Warranty The**

statutory warranty rights apply.

## **10 Provision and return in case of rental**

### **10.1 Handover protocol**

When handing over and taking back the rental object, a handover or return protocol must be completed in full and signed, if applicable. The signature can also be made electronically in a manner specified by us. These two protocols are part of the rental agreement.

### **10.2 Provision of replacement equipment**

If the rental item cannot be provided at the time of handover, we reserve the right to provide a comparable rental item, insofar as this is reasonable for you.

If the rented item is destroyed through your fault or if it is foreseeable that its use will be restricted or rendered impossible by a circumstance for which you are responsible, we may refuse to provide replacement rented items. Termination by you in accordance with § 543 II No. 1 BGB is excluded in this case.

### **10.4 Late return**

The provision of § 545 BGB expressly does not apply.

If you do not return the rental object to us after expiry of the agreed full stop of use or do not return it to us at the agreed time, we shall be entitled to demand a usage fee in the amount of the agreed rent for the period of retention exceeding the term of the contract. Any further claims for damages on our part shall remain unaffected. An extension of the rental period is only possible with our express consent in text form. The entitlement to use the rental object shall only extend to the agreed period of use. A continuation of use after the expiry of the rental period shall not in principle lead to an extension of the rental agreement even without express objection by us.

### **10.5 Premature**

return The return of the rental object before the expiry of the agreed rental period does not result in a reduction of the agreed rent, unless the rental object can be rented to another party or there is a case of extraordinary termination without notice by you for good cause.

### **10.6 Condition of return**

You undertake to return the rental object to us at the contractually agreed time, cleaned and in a recorded condition (according to the handover protocol). If the rental object is not or insufficiently cleaned on return,

the actual cleaning costs incurred will be charged in addition.

## **11 Responsibility of the Hirer**

### **11.1 Proper handling**

The rental object must be handled carefully and properly, operated properly and in accordance with the specifications. This includes that the transport of easily flammable, toxic or dangerous substances as well as animals, smoking inside the PlugVan modules as well as inappropriate use are prohibited.

You will be charged a cleaning fee of 200.00 euros net for violations. For the removal of more severe soiling, you will be invoiced for the costs incurred by us for professional cleaning plus a processing fee of 100.00 euros net.

It is also prohibited to attach objects to or in the PlugVan (cans, stickers, foils, signs, ...) unless you have received our written consent. Please note that any damage caused by these objects will be at your expense.

You must bear all costs arising from the use of the PlugVan (e.g. charging current, water tank filling, ...).

### **11.2 Scope of liability during the agreed period of use and after expiry of the agreed period of use**

You are liable for such damage that goes beyond normal use or wear and tear, insofar as you are responsible for it.

### **11.3 Obligation to insure**

You are obliged to insure the rental object against loss, theft, damage or accidental destruction. This includes in particular transport damage.

## **12 Liability**

### **12.1 Exclusion of liability**

We as well as our legal representatives and vicarious agents shall only be liable for intent or gross negligence. Insofar as essential contractual obligations (i.e. obligations whose fulfilment is of particular importance for the achievement of the purpose of the contract) are affected, we shall also be liable for slight negligence. In this case, liability is limited to the foreseeable damage typical for the contract. In the event of a grossly negligent breach of non-essential contractual obligations, we shall be liable to entrepreneurs only to the extent of the foreseeable damage typical for the contract.

### **12.2 Reservation of liability**

The above exclusion of liability does not apply to liability for damages arising from injury to life, limb or health. The provisions of the Product Liability Act shall also remain unaffected by this exclusion of liability.

## **13. final provisions**

### **13.1 Place of jurisdiction**

Our registered office is agreed as the exclusive place of jurisdiction for all legal disputes arising from this contract, provided that you are a merchant, a legal entity under public law or a special fund under public law.

### **13.2 Choice of law**



Unless mandatory statutory provisions under your home law conflict with this, German law shall be deemed agreed to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

**13.3 Consumer dispute resolution procedure**

The EU Commission has created an Internet platform for the online resolution of disputes concerning contractual obligations arising from online contracts (ODR platform). You can access the ODR platform at the following link: <http://ec.europa.eu/consumers/odr/>. We are not obliged and in principle not willing to participate in a dispute resolution procedure before a consumer arbitration board.

**13.4 Severability clause**

The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions.