



## New Vehicle Offer

Buyer  
Proleasing Motors Ploiesti - Vlad Alexe  
Soseaua Ploiesti-Buzau, Nr. 505, DN1B  
Blejoi, Prahova, Soseaua Ploiesti-Buzau, Nr. 505, DN1B  
Romania

Customer No. 2531566  
ID no.  
Phone  
Mobile 0729.996.306  
E-mail valexe@proleasing.ro  
Date 27.07.2017  
Quotation No. 5

Contract Agent represents the Seller  
Sales Person  
Phone  
Fax  
E-mail  
Creation date 27.07.2017  
Subject **New Vehicle Offer No. 5**

BMW Vertriebs GmbH  
Vlad Alexe

Dear sir/Dear madam,

thank you for your interest in our product. Below please find our offer for your chosen vehicle. This offer is only informative and doesn't constitute a draft contract.

**Seller**  
**BMW Vertriebs GmbH**

**Registered Seat**  
Siegfried-Marcus-Strasse 24,  
5021, Salzburg, Austria

Incorporated in the Commercial  
Registry kept by the Provincial  
Court of Salzburg under File no.  
FN 63069 z

**Represented in the CR by**  
BMW Vertriebs GmbH  
org.složka Česká republika

**Registered seat**  
Office Park Centrum  
Nové Butovice  
Bucharova 1423/6  
CZ – 158 00 Prague 5

**Business ID**  
275 64 720

Incorporated by the Municipal  
Court in Prague under File no.  
A 54535

**Phone no.**  
844269835

**Internet**  
[www.bmw.cz/bmw](http://www.bmw.cz/bmw)

**Bank account**  
Raiffeisenbank a.s.

5060012575/5500  
IBAN CZ7655000000  
005060012575  
SWIFT RZBCCZPP

**Managing Directors**  
Christoph von Tschirschnitz  
Dr. Volker Letzgus

**UID** ATU6242866

**DVR-Nr.** 0761443



### Model BMW i3 94 Ah

#### Technical specifications

Power  
CO<sub>2</sub> emissions (combined)  
Gas consumption (combined)  
Power consumption (combined)

kW	
g/km	0
l/100km	0
kWh/100km	-



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## Vehicle:

Model BMW i3 94 Ah	1Z61	EUR	38.050,00
Capparis White with highlight BMW i Blue	B85	EUR	0,00
Woollen cloth/natural leather combination 'Solaric'	NHFC	EUR	0,00

## Vehicle equipment

### Standard equipment

Tyre Pressure Indicator	2VB
Tyre repair kit	2VC
Warning triangle	428
Stronger electricity supply	570
Front passenger airbag deactivation	5DA
Emergency Call	6AC
Teleservices	6AE
Remote Services	6AP

### Optional equipment

Sun protection glazing	420	EUR	356,00
Acoustic protection for pedestrians	4U9	EUR	102,00
Park assistant package	5DU	EUR	1.007,00
Rear view camera	3AG	EUR	
Park Distance Control (PDC) front and rear	508	EUR	
Parking assistant	5DP	EUR	
Battery Certificate	7AQ	EUR	0,00
Service Inclusive - 5 years/60.000 km	7NW	EUR	0,00
Edition Advanced	ZIA	EUR	5.576,00
Multifunction for steering wheel	249	EUR	
19" BMW i Light alloy wheels turbine style 428 with mixed tyres	2G5	EUR	153,00
Comfort access system	322	EUR	
Floor mats in velour	423	EUR	
Interior and exterior mirror package	430	EUR	
Cupholder	442	EUR	
Armrest front	473	EUR	
Storage compartment package	493	EUR	
Seat heating for driver and front passenger	494	EUR	
Fine-wood trim Eucalyptus matt	4EV	EUR	
Heat pump	4T9	EUR	
Fast charging AC, multiphase	4U6	EUR	
Fast charging DC	4U7	EUR	
Rain sensor	521	EUR	



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Automatic air conditioning	534	EUR	
Cruise control with braking function	544	EUR	
LED headlights	5A2	EUR	712,00
Navigation system Professional	609	EUR	
HiFi loudspeaker system harman/kardon	674	EUR	
ConnectedDrive Services	6AK	EUR	
Enhanced telephony with extended smartphone connectivity	6NS	EUR	
Comfort Package Advanced	7GA	EUR	
BMW i interior design Lodge	7KY	EUR	498,00
Business Package	ZIB	EUR	
Charging Package	ZIC	EUR	

## Total amount:

List price total excl. VAT EUR 38.391,73

Price excl. VAT EUR 38.391,73  
 Plus VAT 21% EUR + 8.062,27

**Total price incl. tax EUR 46.454,00**



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The Purchase Contract includes purchase of BMW ConnectedDrive with integrated services. Provision of BMW ConnectedDrive services is governed by the General Sales Terms and Conditions, and the Terms of Use of BMW ConnectedDrive Services. The ConnectedDrive services are further specified in the document BMW ConnectedDrive – Information. Both documents are enclosed.

Please note, that if BMW ConnectedDrive services are deactivated, the SIM card built into the vehicle will also be deactivated.

This offer is non-binding and in subject to changes. Please contact Vlad Alexe, phone number for further information.

Should you enter a purchase contract for a BMWi vehicle, the conditions of the purchase contract will in significant parts correspond with Informative terms and conditions of the BMWi vehicle purchase, that are enclosed to this offer for your information.

The calculation of the price of the offered vehicle according to the Article II of the Informative terms and conditions of the BMWi vehicle purchase considers the actual VAT rate valid on the day of the issuance of the prepayment invoice as well as possible changes of legal, and especially tax regulations.

**Preferred handover date:** \_\_\_\_ / \_\_\_\_

Sincerely,

Vlad Alexe

By power of attorney



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## **Other Purchase Agreement Terms and Conditions**

### **I. Effect of Purchase Agreement/Transfer of Title and Buyer's Obligations**

1. All provisions of the Purchase Agreement with the exception of Article I and Article X below shall take effect upon delivery of the additional Seller confirmation to the Buyer ("Confirmation of the Purchase Agreement"). The Sample Confirmation of the Purchase Agreement is attached.
2. The contractual agent or the Seller shall deliver the Confirmation of the Purchase Agreement to the Buyer, either in person at the time of conclusion of the Purchase Agreement or subsequently by electronic mail to the e-mail address listed in the Purchase Agreement or by registered letter to the address listed in the Purchase Agreement.
3. The Confirmation of the Purchase Agreement shall be delivered to the Buyer immediately upon the allocation of the production slot for the vehicle, nevertheless in 15 days upon the conclusion of the Purchase Agreement at latest.
4. All substantial data on the Confirmation of the Purchase Agreement shall be identical to the attached sample (Sample Confirmation of the Purchase Agreement).
5. A Confirmation of the Purchase Agreement sent electronically to the e-mail address listed in the Purchase Agreement shall be deemed delivered on the day of sending the e-mail message. A Confirmation of the Purchase Agreement sent by registered letter by post shall be deemed delivered after four business days have elapsed from the day of sending. If the Confirmation of the Purchase Agreement is delivered in person, it shall be deemed delivered at the time of handover to the Buyer.
6. In the event that the contractual agent or the Seller fails to deliver the Confirmation of the Purchase Agreement to the Buyer within 15 days of conclusion of the Purchase Agreement, or if the Seller rejects the Confirmation of the Purchase Agreement and informs the Buyer of such fact by any means, all rights and obligations arising from this Purchase Agreement shall expire and the Agreement shall be thereby terminated.
7. Articles I and X of these Terms and Conditions shall take effect upon signature of the Agreement.
8. The Buyer confirms that s/he did not obtain the vehicle for immediate or imminent subsequent sale, but for his or her personal use as the end customer.
9. The Buyer undertakes that s/he shall not assign rights arising from the Purchase Agreement or the Purchase Agreement in its entirety for profit nor shall s/he sell the vehicle for profit within 4 months of acceptance of said vehicle. This provision shall not apply in the event of unforeseen or extraordinary circumstances, which would deem it unjust to require the Buyer to retain the vehicle (e.g. in the event of a serious injury due to an accident), or in the event that the Seller grants prior written consent to assignment of the Buyer's rights or to sale of the vehicle.
10. In the event that the vehicle is sold for profit in compliance to the previous clause, the Buyer shall be required to pay the Seller a contractual penalty equaling 15% of the purchase price of the vehicle excl. VAT.

### **II. Conditions of Cancellation**

1. The vehicle sale may be financed through a leasing company. In such case, conditions of cancellation of this Purchase Agreement shall be arranged by which this Purchase Agreement shall lose force and effect upon conclusion of a Purchase Agreement between the Seller and the leasing provider, and upon conclusion of a leasing agreement (or rental agreement) between the leasing provider and the Buyer.
2. In the event that the Purchase Agreement expires through fulfilment of the cancellation condition, the Seller shall be entitled to include pecuniary performance already provided by the Buyer toward payment of the purchase price arranged with the leasing company; it is assumed that the Buyer has already performed at least in part for the leasing company.

### **III. Calculation of the Purchase Price**

1. The listed prices are the Seller's prices valid on the date of conclusion of the Purchase Agreement.
2. The purchase price of the vehicle (incl. all equipment and options) is the price excluding VAT listed in the Purchase Agreement. The VAT applicable on the day of issuance of the down payment invoice shall be added to the purchase price.
3. Should changes occur to legal regulations, particularly tax regulations, between conclusion of the Purchase Agreement and issuance of the down payment invoice and such changes affect the purchase price of the vehicle, the purchase price shall be modified accordingly.

### **IV. Payment**



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1. The purchase price plus VAT incl. the price for the provision of all extra services is mature in two parts, always according to the date of maturity stated in the relevant down payment invoice. The Buyer receives the first down payment invoice for the amount of 100 000 CZK for BMW i3 or 500 000 CZK for BMW i8, along with the Confirmation of the Purchase Agreement. The Buyer shall hereafter receive the second down payment invoice for the rest of the purchase price approx. three weeks before the expected delivery of the vehicle. The Buyer shall receive the final invoice upon the handover of the vehicle.
2. In the event that the Buyer is not the consumer, s/he or it shall be entitled to offset his or her receivables arising from the Purchase Agreement against the Seller's receivables, only in the event that the Seller has explicitly acknowledged the Buyer's receivable or if the Buyer's receivable was acknowledged through a lawful decision by a court or other authority. The Buyer shall be entitled to exercise a charging lien only to secure his or her receivables arising from the Purchase Agreement.

## **V. Delivery and Delayed Delivery**

1. Delivery dates and deadlines shall be stipulated in writing and shall be non-binding. Upon a request from the Buyer, which may be communicated to the Seller no sooner than upon delivery of second down payment invoice, the contractual agent shall inform the Buyer of the binding delivery deadline for the ordered vehicle. Delivery deadlines shall begin to run from the conclusion of the Purchase Agreement.
2. In the case of a non-binding delivery date or deadline, the Buyer may request the Seller to deliver the vehicle if 12 or more weeks have transpired since the non-binding delivery date or deadline, or 10 or more days for vehicles on stock. The Seller shall be required to deliver the vehicle within four weeks of receipt of such delivery request.
3. Should the Seller fail to deliver the vehicle by the deadlines listed in (2) of this article, the Buyer shall be entitled to terminate this Purchase Agreement.
4. In the event that the Seller fails to meet a binding delivery deadline, date or period, the Seller shall be required to deliver the vehicle within an additional four week period. Should the Seller fail to deliver the vehicle within this additional period, the Buyer shall be entitled to terminate this Purchase Agreement.
5. Should failure to deliver a vehicle or delayed vehicle delivery by the Seller cause the Buyer damage, the Buyer shall forfeit his/her claim to reimbursement for damages in the event that the damage was not caused by the Seller or was caused by the Seller through negligence. The Seller shall also not be liable for damage that would have occurred if the vehicle had been delivered in a timely manner. This provision shall not prejudice the consumer's rights.
6. Restrictions on liability pursuant to this article shall not apply to damage to health or life, deliberate damage or damage caused by gross negligence.
7. In the event of vis major or occurrence of disruptions at the operations of the Seller or its suppliers which temporarily prevent the Seller from delivering the subject of purchase, the deadlines stipulated in (1) through (5) shall be extended for the duration of the circumstances causing such operational disruptions. Should such circumstances result in a delivery delay exceeding 4 months (calculated from the last day of the period stipulated pursuant to (2) of the first sentence of this article or the last day of the binding deadline pursuant to (1) of this article), the Buyer shall be entitled to terminate the Purchase Agreement. Other rights to termination shall not be affected by such circumstances. Vis major shall mean in particular: war, civil unrest, terrorist attacks, consequences of ion radiation contamination, extreme weather conditions (including floods) and other similar extraordinary, unforeseeable and unavoidable obstacles not imputable to the Seller.
8. In the event that the Seller or manufacturer uses letters and/or numbers to identify the given Purchase Agreement or vehicle, no rights may be inferred from such fact.

## **VI. Vehicle Acceptance**

1. The Buyer shall be required to accept the ordered vehicle within 14 days of receipt of notification that the vehicle is ready for pick-up. The fact that the vehicle is ready for pick-up may be communicated to the Buyer by any means. The vehicle shall be handed over to the Buyer by the Seller's contractual agent listed in the agreement.
2. In the event that the Buyer does not accept the vehicle by the deadline listed above, the Seller may exercise its legal rights. Further, in such case the Buyer shall pay the Seller a contractual penalty equaling 8% of the purchase price of the vehicle plus the VAT applicable on the day of issuance of second down payment invoice. This shall not affect any right to compensation for damage exceeding the amount of the contractual penalty.

## **VII. Retention of Title**

1. The proprietary title to the vehicle shall be transferred to the Buyer upon (i) the full payment of the purchase price plus VAT and the payment of all possible obligations resulting from the Purchase Agreement (e.g. the obligation to pay for the transport in full amount), or (ii) the takeover of the vehicle, depending on which case occurs later.



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2. In the event that the Buyer is entitled to more than one vehicle on the basis of a single Purchase Agreement, the Seller shall retain title to all vehicles acquired pursuant to the given Purchase Agreement until the Buyer pays the purchase prices of all vehicles acquired pursuant to the given Purchase Agreement and fulfils any other obligations arising from the given Purchase Agreement (e.g. obligation to pay full delivery expenses). The Seller shall be required, upon a request by the Buyer, to forfeit retention of title as soon as the Buyer pays the purchase prices of all vehicles acquired pursuant to the given Purchase Agreement and indisputably settles any other obligations pertaining to such vehicles and provides sufficient guarantee for any other obligations arising from the given Purchase Agreement, and from all other obligations concluded between the Seller and the Buyer.
3. Only the Seller shall be entitled to keep part II of the vehicle registration (technical card) for the duration of the retention of title period.
4. The Buyer must not misappropriate the vehicle or permit a third party to use the vehicle during the retention of title period.
5. In the event that the Buyer defaults on payment of the purchase price, the Seller shall be entitled to terminate the Purchase Agreement.
6. In the event that the Buyer defaults on payment of any part of the purchase price plus VAT, that are due according to the second prompt of payment, s/he is obliged to pay a contractual penalty of 0,2% of the outstanding amount for every day of delay, the maximum penalty being 10% of the purchase price of the vehicle, plus VAT according to the VAT rate valid on the day of the issuance of the second prompt for payment.
7. In the event that the Seller withdraws from the purchase contract because of the Buyer's default on payment of any part of the purchase price or of the VAT, the Buyer's obligation to pay the contractual penalty pursuant to the above Article remains. In such a case, the Seller is entitled to unilaterally offset his claim for the contractual penalty against the Buyer's claim for the reimbursement of a part of the purchase price (plus VAT), that the Buyer paid upon the first prompt for payment.
8. The Seller is further entitled to claim for damage that was caused by the Buyer's default on payment of the VAT or in relation to it, namely to the extent exceeding the contractual penalty pursuant to the para 6 of this Article
9. Should termination of the Purchase Agreement occur for any reason (incl. the liability for defects) and the vehicle becomes the Seller's property again and the Seller accepts the vehicle, the value of the vehicle shall be calculated on the basis of the current market price of the vehicle. Should the withdrawal occur for the reason of the liability for defects, the defect, for which the termination occurred, shall not be taken into account when calculating the current market price.
10. Should the Buyer, who is the consumer, withdraw because of a vehicle defect, the above paragraph shall not apply.
11. Upon the Buyer's request, which the Buyer may communicate to the Seller only immediately after the Seller accepts the vehicle back into its ownership, the current market price of the vehicle shall be calculated through an appraisal by DEKRA spol. s r.o.. Costs for the expert appraisal shall be borne by the Buyer.
12. In the event that withdrawal occurred for reasons caused by the Buyer, who is not the consumer, the Seller shall be entitled to require the Buyer to pay all expenses associated with return and subsequent resale of the vehicle.
13. Withdrawal from the Agreement sent as a letter by registered mail is considered as delivered four days after the day the letter was sent. Withdrawal from the Agreement handed over in person is considered as delivered at the moment of its hand-over to the other contractual party.
14. Should the termination of this contract occur for any reason, the obliged person's obligation to pay any and all contractual penalties pursuant to this contract remain.

#### **VIII. Liability for Defects and Quality Guarantee**

1. The Seller shall provide the Buyer with a two-year vehicle quality guarantee effective starting on the day of vehicle acceptance.
2. In the event that the Buyer is the consumer, his/her guarantee claims shall be governed by legal regulations. Such Buyers are entitled in particular to the following:
  - I. Elimination of a defect free of charge, if it is possible to eliminate the defect;
  - II. Supply of a new vehicle part, in the event that the defect pertains only to said part of the vehicle;
  - III. An appropriate discount on the purchase price;
  - IV. Supply of a new vehicle free of defects, if it is appropriate with regard to the nature of the defect;
  - V. Termination of the Purchase Agreement, in the event that the defect cannot be eliminated and prevents proper use of the vehicle due to repeated occurrence of the defect after repair or to multiple defects. Termination shall also be permissible in the case of substantial breach of the Purchase Agreement, which shall include only defects that cannot be eliminated which render the vehicle permanently unusable.





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3. If the Buyer is not the consumer, s/he or it shall be entitled only to the following under the quality guarantee:
  - I. Elimination of a defect free of charge;
  - II. Supply of a new vehicle part, in the event that the defect pertains only to said part of the vehicle;
4. A defect guarantee claim shall not apply in the event that the defect or damage pertains to ordinary wear and tear of the vehicle, or
  - I. The Buyer did not provide notification of the defect without undue delay upon its discovery, or
  - II. The vehicle was used under conditions for which it was not homologized (e.g. in a country other than the country of first delivery and which has different homologation requirements), or
  - III. The vehicle was used improperly or was used in an inappropriate manner, e.g. for car competitions and races, or
  - IV. The vehicle was serviced or repaired in an unprofessional manner in a service shop not authorised by BMW AG or any other company of the BMW group and the Buyer was aware of this fact or should have been aware of it, or
  - V. Spare parts not approved by the manufacturer were installed in the vehicle, or
  - VI. The vehicle or a part of the vehicle (e.g. software) was handled in a manner not approved by the manufacturer, or
  - VII. The Buyer did not adhere to prescribed service intervals or other user instructions (e.g. the Buyer did not proceed according to the user manual).

The Buyer's other legal or contractual rights, primarily those pertaining to the guarantee, shall remain unaffected.

5. In the event that corrosion appears on the vehicle's body within 12 years from handover of the vehicle or a defect to the paint appears within 3 years from handover, the Buyer shall be entitled to supplementary repair by the Seller regardless of the legal or contractual guarantee. The Buyer shall be entitled to such rights assuming that s/he adhered to all regular manufacturer prescribed service intervals and had the body and chassis of the vehicle checked and repaired if needed during the service inspections. The paint and body guarantee shall not apply in particular in the event that the defect occurred because of a stray stone, scratch, dent, accident or weather conditions.
6. The defect removal procedure is as follows:
  - a) The Buyer shall be entitled to exercise a claim for defect removal with the Seller or an authorised BMW service partner, a list of which is provided on the BMW i website. The Buyer shall inform the Seller in the event that the first attempt to remove the defect is unsuccessful. In the event that the claim is communicated verbally, the Buyer shall be given written confirmation of receipt of such communication.
  - b) In the event that the vehicle is inoperable due to the defect, the Buyer shall inform the authorised BMW i service partner, a list of which is provided on the BMW i website.
  - c) The guarantee arising from the Purchase Agreement also pertains to replaced parts in the event that the vehicle guarantee and associated Buyer rights are still valid.
  - d) All replaced parts shall become the property of the Seller.
7. Defect removal rights shall not be affected by transfer of the vehicle title to another owner.
8. Article VII shall not apply to claims for compensation for damages, including damages that may occur on the basis of a defect to the vehicle. Article IX Liability for Damages shall apply to such claims.

## IX. Liability for Damages

1. In the event that the Seller is liable for damages on the basis of the law or the provisions below, its liability shall be limited in the following manner:
 

The Seller shall be liable for damages only in the event of substantial contractual breach and such liability shall be limited solely to liability for typical damages foreseeable at the time of contract conclusion.
2. If the given damage is covered by the Buyer's insurance for such cases (excluding fixed sum insurance), the Seller shall be held liable solely for related harm incurred by the Buyer, e.g. higher monthly insurance premiums, unfavourable interest rates or liquidation of damages under an insurance policy.
3. The Seller's liability for damages caused deliberately or through deliberate concealment of a defect or gross negligence, as well as the Seller's liability pursuant to the Act on Liability for Damages Caused by Defective Products shall remain unaffected by Article IX.
4. All rights relating to delayed vehicle delivery are stipulated exclusively in Article V.
5. Personal liability of the Seller's legal representatives, agents and employees for damages caused by negligence are hereby explicitly excluded.





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6. Limitation of liability as stipulated in Article IX shall not pertain to damage to health or life.
7. Consumers' rights shall not be affected by Article IX.

#### **X. Consent with Personal Data Processing**

1. The Buyer hereby gives his or her consent as defined by Act No. 101/2000 Coll., on Personal Data Protection, in the valid wording, (hereinafter the "Act") to processing of personal data communicated in relation to sale of a vehicle, namely first and last name, address, phone number and e-mail address, to BMW Vertriebs GmbH, limited liability company founded according to Austrian law, with its registered seat at Siegfried-Marcus-Strasse 24, 5021, Salzburg, Austria, incorporated in the Commercial Registry kept by the Provincial Court of Salzburg under file number FN 63069 z and its branch, BMW Vertriebs GmbH – organizační složka česká republika, with its registered seat at Office Park Centrum Nové Butovice Bucharova 1423/6– 158 00 Prague 5 (jointly hereinafter "BMW"), for the purposes of marketing events, in particular product and service offers and sending of information about events held by BMW or other companies in the BMW group, customer satisfaction surveys and internal assessment of orders. Provision of personal data is voluntary. The Buyer further consents to receive sales communications from BMW through electronic means pursuant to Act No. 480/2004 Coll., on Some Services of Information Agencies, in the valid wording.
2. BMW, as the administrator of personal data, is further entitled to provide the Buyer's personal data for the conditions as co purposes and under the consent conditions listed above to other companies in the BMW group, business representatives and other contractual partners of BMW, a list of which is available at the registered seat of BMW Vertriebs GmbH – organizační složka česká republika, Bucharova 1423/6, Prague 5. The persons listed above are processors of personal data.
3. Such consent is granted on a voluntary basis and may be recalled at any time in writing without charge to the following address: BMW Group Česká republika, P.O. Box 71, 140 02 Prague 42 or by e- mail to [zakaznicky.servis.cz@bmw.com](mailto:zakaznicky.servis.cz@bmw.com).
4. The Buyer, as the subject of the data, shall be entitled to rights pursuant to S. 11 and S. 21 of the Act, i.e. in particular the Buyer has the right to access his or her personal data, the right to amend his or her personal data and the right to request the administrator or processor for an explanation if s/he believes that processing of his or her personal data does not comply with protection of his or her privacy or the law, and the right to request the administrator or processor to eliminate such incompliance by, in particular, blocking, correcting, adding to or deleting personal data.

#### **XI. Final Provisions**

1. Czech courts have exclusive jurisdiction over all disputes arising from or relating to this Agreement, if such pertain to business relations with business entities, including all rights associated with bills of exchange and cheques. The court in Prague has local jurisdiction.
2. The provisions pertaining to court competence and jurisdiction given in (1) shall also apply if the Buyer does not have a general local court of jurisdiction in the Czech Republic, if after concluding the Agreement s/he relocates his or her permanent residence or place of usual residence out of the Czech Republic or if his or her permanent residence or place of usual residence is unknown at the time of filing of the lawsuit.
3. The Buyer declares that s/he is aware that the Seller is concluding the Purchase Agreement through a contractual agent, to which the Seller has granted a power of attorney for such purpose. The contractual agent is also authorised to conduct other actions related to the Purchase Agreement and its implementation in the scope of said power of attorney.
4. Amendments to the Purchase Agreement may be made solely in writing.
5. The Parties do not wish for any rights or obligations beyond the explicit provisions of this Agreement to be inferred from current or future practices established between the Parties or general or industry customs relating to the subject of performance of this Agreement, unless explicitly agreed otherwise in the Agreement. In regard to this clause, the Parties confirm that they are not aware of any business customs or practices established between them.
6. This Agreement contains complete terms and conditions concerning the subject of Agreement and all data that the Parties had and wanted to conclude in the Agreement, and which they consider important for the binding nature of this Agreement. No pronouncement made by the Parties during negotiations about this Agreement nor any pronouncement made after conclusion of this Agreement may be interpreted inconsistent with the explicit provisions of this Agreement and shall not impose any obligation on either Party.
7. The Parties declare that this Purchase Agreement contains all of the information that they shared with each other and that they consider this information sufficient for conclusion of this Purchase Agreement. Aside from the affirmations that the Parties provided in this Agreement, neither of the Parties shall have any other rights or obligations relating to any facts that may be discovered and about which the second Party did not provide



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- information during negotiations about this agreement. Cases in which the given Party intentionally misled the other Party regarding a factual error concerning the subject of this Agreement shall be considered exceptions.
8. The Buyer is aware that aside from the vehicle specifications listed above, s/he or it does not have any other right to determine the additional properties of the subject of the purchase. There are no verbal agreements to this Purchase Agreement.
  9. The Buyer declares that s/he or it agrees with this Purchase Agreement.
  10. In the event that it is possible in regard to the nature of the Parties, the Parties exclude application of the following provisions of the Civil Code to this Agreement: S. 557, S. 558 (2), S. 1799 and S. 1800.
  11. There are no verbal agreements to this Purchase Agreement.