

**GEDAIVA**  
**GENERAL TERMS OF SALE**

Please read the General Terms before paying the Price of the Vehicle. The Contract will become binding from the moment the total amount indicated in the Invoice is paid.

**1. CONTRACT**

- 1.1. These General Terms of Sale (further – the **General Terms**) are prepared by UAB “GEDAIVA”, a company established and existing under the laws of the Republic of Lithuania, registration No. 301085889, having its registered address at A. Kojelavičiaus g. 200, LT-11106 Vilnius, the Republic of Lithuania, address for correspondence at Švenčionių g. 116B, LT-16158 Nemenčinė, the Republic of Lithuania, contact details for communication: e-mail address sales@gedaiva.eu, phone number +37069888076 (further - the **Seller**). The General Terms are applicable to every sale of any vehicles and related deliverables that are offered for sale by the Seller.
- 1.2. The vehicle or other deliverable sold by the Seller (further – the **Vehicle**) and the main terms and conditions of such sale are indicated in the pro-forma invoice or the VAT invoice (as the case may be) (further – the **Invoice**) issued by the Seller to a person intending to purchase the Vehicle from the Seller (further – the **Buyer**)<sup>1</sup>. The Invoice may contain a link to more detailed information on the Vehicle provided on the Seller’s website.
- 1.3. The General Terms together with the Invoice constitute a contract for sale and purchase of the Vehicle indicated in the Invoice between the Seller and the Buyer (further – the **Contract**) as of the moment the Buyer has paid to the Seller the full amount indicated in the Invoice, as specified in more detail in Section 2.5 of the General Terms (the **Effective Date**).
- 1.4. By making the payment of the amount indicated in the Invoice the Buyer enters into a binding Contract with the Seller and the Buyer or the Buyer’s representative executing the Contract on behalf of the Buyer (as the case may be) irrevocably confirms the following: (a) he/she has full power and authority to enter into the Contract; (b) the Buyer enters into the Contract for their business purposes (i.e., acts within the scope of an economic activity (trade, business, craft, etc.) and not as a consumer); (c) understands and accepts that the Vehicle is sold on an “AS-IS” basis and the Buyer had every opportunity to ask all questions regarding the condition of the Vehicle, find out the characteristics thereof, inspect the Vehicle in person or through a representative, and has asked all such questions and performed all such acts as the Buyer deemed necessary; (d) undertakes to take delivery of the Vehicle from the Seller and understands that the Seller may terminate the Contract for breach of this undertaking and deduct from the Price the amount of any loss incurred by the Seller, which will not be less than 20% of the Vehicle Price.
- 1.5. Subject to the terms and conditions of the Contract, as of the Effective Date the Seller undertakes to transfer ownership of the Vehicle to the Buyer, and the Buyer undertakes to accept the Vehicle in accordance with the procedure and terms provided for in the Contract.
- 1.6. It is understood that the Contract implies no warranties from the Seller. The Vehicle being sold under the Contract is on an “AS-IS” basis and any known or unknown defects shall be the sole liability of the Buyer. Buyer acknowledges this liability by executing the Contract.

**2. PRICE**

- 2.1. The price of the Vehicle indicated in the Invoice (further – the **Price**) includes all taxes payable in the Republic of Lithuania, as well as the costs of delivery of the Vehicle at the address indicated in the Invoice (if applicable). The Price does not include reverse charge value added tax (VAT), customs fees or any other taxes/fees payable by the Buyer under applicable laws and regulations.
- 2.2. The Price is indicated in Euros.
- 2.3. The Price shall be paid in full by the Buyer to the Seller no later than within 1 (one) calendar day as of the date of delivery of the Invoice by the Seller.
- 2.4. In case of any delayed payment, the Seller shall have the right to claim from the Buyer payment of a default interest of 0.1 (zero point one) per cent of the outstanding amount for each day so delayed. The foregoing sentence shall apply without prejudice to any and all damages which may be claimed by the Seller.
- 2.5. The Price shall be deemed to have been paid in full and the Effective Date shall occur when the total amount of the Price is credited to the Seller’s bank account. The Buyer understands and accepts the risk that payment may be withheld by the banks or other financial institutions due to anti-money laundering and terrorist financing (AML), sanctions control or other procedures applied by the banks or other financial institutions. The Parties acknowledge that no default interest shall be payable by the Buyer as a result of any such delay by the bank or other financial institution, provided that the Buyer has initiated payment in a timely manner.

**3. DELIVERY, TRANSFER OF RISKS, RESERVATION OF TITLE**

- 3.1. The delivery of the Vehicle takes place after full payment of the whole Price (principal amounts and incidentals) of the said Vehicle, i.e., after the Effective Date.
- 3.2. Unless agreed otherwise, the Vehicle is sold ex-works, i. e. the Buyer must pick up the Vehicle from the Seller’s site. Consequently, the Buyer is responsible for and assumes all the risks related to the carriage, insurance and/or customs’ clearance, if any, as well as compliance with all applicable national and international export, re-export or import control laws and regulations, including obtaining any necessary licenses, permits, authorizations or approvals necessary for the delivery of the Vehicle to the Buyer (except to the extent that the Seller is responsible under the agreed delivery terms) and for the export of the Vehicle, when applicable, payment of customs duties, clearance charges, taxes, brokers’ fees and other charges.
- 3.3. As from delivery, the Buyer assumes all the risks relating to the possession, custodianship and/or use of the Vehicle and shall from the said moment be liable for any damages caused by the Vehicle.
- 3.4. If the Buyer does not take possession of the Vehicle on the scheduled delivery date, the Seller may automatically cancel the sale and unilaterally terminate the Contract without formal notice. Should the Seller not exercise this right, the Buyer shall settle the Vehicle’s handling and warehousing expenses until it takes possession thereof. If the Seller exercises its right to terminate the Contract, the Seller shall reimburse the Buyer for the remainder of the Price after deducting from the Price the amount of any loss incurred by the Seller. In this case, 20% (twenty percent) of the Price shall be deemed to be the Seller’s minimum, just, fair, reasonable and indisputable loss in connection with the termination of the Contract due to the fault of the Buyer, which need not be separately proved, and the Parties consider that the appropriate amount of compensation is fair and reasonable in view of all the steps that the Seller will have undertaken to perform the Contract and the reduction in the value of the Vehicle due to the breach of Contract.
- 3.5. At the request of the Buyer, the Seller arranges the delivery of the Vehicle to the address indicated by the Buyer at the Buyer’s expense and risk.
- 3.6. The Seller retains ownership of the Vehicle until full payment of the whole Price (principal amounts and incidentals) of the said Vehicle. In the event of termination of the Contract in accordance with Section 3.4 of the General Terms, ownership of the Vehicle shall pass to the Seller from the moment of termination of the Contract.
- 3.7. Except for the cases when the Seller arranges the delivery of the Vehicle, the Buyer shall ensure that the Vehicle reaches its destination, as agreed between the Parties and indicated in the Contract, the respective transportation and/or export documents. In any case, no later than within five (5) business days as of the delivery of the Vehicle to the Buyer, the Buyer shall provide the Seller with: (a) a confirmation and at least two (2) documents proving delivery of the Vehicle to another EU member state, which must be issued by two different parties independent of the Buyer (such as carriers, banks, insurers, governmental authorities), e.g., certification of registration of the Vehicle in another EU member state, CMR, etc. (if the Vehicle is transported to another country within the EU), or (b) import declaration of such third country to which the Vehicle has been delivered (if the Vehicle is transported to a third country outside the EU).

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<sup>1</sup> The following information about the Vehicle is usually included in the Invoice: A refers to make (D.1) and commercial name (D.3); B refers to identification number (E); C refers to tachometer (km); D refers to mandatory roadworthiness test of the Vehicle.

- 3.8. The Buyer acknowledges and agrees that if the Buyer moves the Vehicle to a third country (outside the EU), the Buyer (including its officers, employees, agents and authorised representatives): (a) shall be responsible for compliance with all applicable national and international export and re-export control laws and regulations, including compliance with the exit point and other conditions indicated in the Vehicle export documents, and the Buyer shall obtain any license required to export, re-export or import the Vehicle; (b) shall ensure that the Vehicle is not (directly or indirectly) exported and/or re-exported to any destination, person, entity or organisation restricted by the applicable export control laws and/or regulations, or used for the purposes and/or fields restricted by the applicable export control laws and/or regulations, including the Russian Federation and the Republic of Belarus; and (c) shall bear the risk if the Vehicle may not be exported or otherwise delivered to its destination due to any applicable export control laws and/or regulations and/or actions or inaction of any relevant government authority or otherwise.
- 3.9. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit the Seller from fulfilling the Contract or any obligation under the Contract, or would in the Seller's judgment otherwise expose the Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the Contract or an obligation under the Contract, the Seller shall be excused from such obligations under the Contract and shall not bear any liability towards the Buyer.

#### **4. REPRESENTATIONS AND WARRANTIES**

- 4.1. Each Party represents and warrants that:
- 4.1.1. it has full power and authority to enter into the Contract; all necessary permits, approvals, consents and endorsements required under the applicable laws and the corporate documents of the respective Party for the execution of the Contract have been obtained;
- 4.1.2. the execution of the Contract will not conflict with, or result in a breach of, any terms and conditions of (a) any judgement, order, injunction, decree or ruling of any court or central or local government authority, to which that Party is subject; (b) any agreement or contract, to which that Party is a party; or (c) any law or regulation applicable to that Party.
- 4.2. The Buyer represents and warrants that:
- 4.2.1. it is concluding the Contract for business purposes (B2B);
- 4.2.2. it had every opportunity to ask all questions regarding the condition of the Vehicle, find out the characteristics thereof, inspect the Vehicle in person or through a representative, and has asked all such questions and performed all such acts as the Buyer deemed necessary;
- 4.2.3. it is aware that the Vehicle manufacturer's warranty has expired and the Seller does not provide an additional warranty for the Vehicle being sold;
- 4.2.4. it understands the Vehicle being sold under the Contract is used, not new and accepts to purchase the Vehicle on an "AS-IS" basis and, therefore, the Buyer has no right to withdraw from the Contract and / or return the Vehicle;
- 4.2.5. the length, weight, height and other dimensions and parameters of the Vehicle meet Buyer's requests and needs.
- 4.3. The Seller confirms that it owns the Vehicle that is being sold; the Seller is not aware of any third parties' rights or claims towards the Vehicle that is being sold; to the best knowledge of the Seller, the Vehicle is not seized, it is not the object of a legal dispute, the right to dispose of the Vehicle is not deprived or restricted. The identification number and other data of the Vehicle that is being transferred correspond to the data contained in its registration document.
- 4.4. The Seller hereby informs the Buyer that the Vehicle has not been damaged during traffic or other accidents during the period when the Seller was the owner of the Vehicle, however the Seller has no information about any traffic or other accidents during the period when the Seller was not the owner of the Vehicle and therefore the Seller has no information on such possible traffic or other accidents and/or their consequences to the Vehicle. The Seller does not perform technical or other check-up of the Vehicle and the Vehicle may have defects, including defects of brake systems, steering equipment and suspension elements, lighting and light-signalling devices, driver and passenger safety systems, and/or exhaust systems.

#### **5. VALIDITY AND TERMINATION**

- 5.1. The Contract may be terminated by the Parties in accordance with their mutual written agreement or in other cases indicated in the Contract or in accordance with the applicable laws.
- 5.2. Should any provision of the Contract be held or become invalid/inapplicable under the laws, the remaining provisions shall continue in full force and effect as if all such invalid provisions have been omitted. Should any provision (or any part thereof) be found or become invalid or non-binding, the Parties shall negotiate in good faith in order to alter or replace such provision with another valid and binding provision conveying, as closely as possible, the true intentions of the Parties.
- 5.3. No alterations, variations or appendices to the Contract shall be valid unless executed in writing and duly signed by the Parties. The alterations, variations or appendices to the Contract may be signed by way of exchanging digital copies (in .pdf or another file form) via e-mail or using other means of communication acceptable to the Parties. In that case, the respective document will be deemed made at the moment of being signed by both Parties (acting through their authorized representatives) and the document (its digital copy) signed by the second Party is received via e-mail or using other means of communication acceptable to the Parties by the Party which signed the document the first. Such digital copies of an alteration, variation or appendix to the signed and exchanged via e-mail or using other means of communication acceptable to the Parties shall have the same legal force as the original hard copy of the same signed by the authorized representatives of the Parties and attested by their seals (if applicable).
- 5.4. The Seller will be free to modify these General Terms from time to time. The General Terms valid on the Effective Date will apply to the respective Contract.

#### **6. MISCELLANEOUS**

- 6.1. In the event that either Party commits a breach of any of the obligations contained in the Contract or fails to perform its obligations or if the representations and warranties given by the Party in the Contract prove to be untrue or incorrect, the breaching Party shall indemnify the non-breaching Party for any damage caused.
- 6.2. Each Party shall bear its own costs associated with the execution and/or performance of the Contract.
- 6.3. Should there be changes made to the Party's address and/or contact details, that Party shall give notice of such changes to the other Party no later than within 5 (five) calendar days after the change.
- 6.4. Neither Party will be entitled to assign its rights and obligations under the Contract to any third party without an explicit written consent of the other Party.
- 6.5. The Contract, the execution, validity, invalidity and interpretation thereof, and the mutual relationships among the Parties, shall be governed by Lithuanian law.
- 6.6. Any dispute, controversy or claim arising out of or relating to the Contract, its breach, termination or validity shall be settled by negotiation. In case of failure to achieve the settlement through negotiation within 30 (thirty) calendar days, such dispute, controversy or claim shall be resolved in the Lithuanian courts by operation of Lithuanian laws.
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