

TERMS AND CONDITIONS OF RESERVATION

1. INFORMATION OF SELLER

The reservation of the vehicle/s MÖ through this website is performed by EVOVELO SOC. COOP. AND, with NIF F93330314 and registered office in Malaga C / Pinzon 10 – 3º E, 29001, inscribed in Libro de Inscripción de Sociedades Cooperativas de la Unidad Territorial del Registro de Cooperativas Andaluzas de MÁLAGA, Hoja 2133, bajo el asiento 1.

2. GENERAL INFORMATION CUSTOMER.

The CLIENT declares to be legally competent to bind himself with this contract. Also declares that all data provided on this website are true and correspond to the person performing this act, hereinafter the CLIENT.

3. DESCRIPTION OF THE PRODUCT

The product to be reserved is one or several units of the vehicle MÖ, by Evovelo. The information on the supporting documentation of project development and technical specifications of the vehicle are available for the CLIENT at the following link <http://www.evovelo.com/mo.php>

The CLIENT acknowledges that the vehicle MÖ is under test or validation, and agree that COMPANY has the right to modify the design and characteristics of the vehicle from now until its delivery.

4. PRICE OF THE PRODUCT

The final price of each unit of the vehicle, range from 4,000 euros (FOUR THOUSAND) to 5,000 euros (FIVE THOUSAND) depending on the version and options the customer chooses in confirming the purchase of the vehicle/s. Taxes and transportation costs are not included in the price.

Both the choice of vehicle/s format (kit or assembled) and other options may be made prior to final payment of the vehicle.

The vehicle/s will be delivered to customer choice in kit format (for assembly by the CLIENT) or assembled (mounted and ready for use), with the exception of deliveries outside the European Union, in which case only will be served in kit format.

5. RESERVATION OF VEHICLE/S

To book each vehicle, the CLIENT must accept these Terms and Conditions of Reservation and make payment of 300 € (three hundred euros) plus applicable taxes, for each vehicle you want to book. This amount shall be considered an advance payment from the total price of each unit, being deposited in a bank account where will remain until the execution of this contract.

Terms and Conditions of Reservation shall be subject to the provided in rem guarantee.

Once accepted the Terms and Conditions of Reservation and payment is made, you will receive an email with confirmation and acceptance of your order. In the event that payment is not confirmed by the bank, shall be taken as no reservation is made.

This electronic document will be filed and be available to the CLIENT at the following link: <http://www.evovelo.com/pdf/TYC-ES-V3.pdf>

6. PAYMENT.

Prices provided herein does not include taxes or transportation costs or tributes or customs fees or other.

Prices may change at any time, but it will not affect bookings already made, You can use PayPal or bank transfer for payment. By authorizing the payment by any of these means the customer is confirming that it is the legitimate owner of the means of payment.

7. SUBSEQUENT PURCHASE VEHICLE / S.

The COMPANY will require payment of the total amount due for the purchase of the vehicle plus applicable taxes and transportation costs to the CLIENT before the requested vehicle enters the production line.

If the CLIENT does not meet the requirement to pay the remaining amount of the price within one month, he shall be entitled to a refund of the amount paid for the reservation discounting 15% of that amount to pay the handling and refund fees. This lack of payment shall be understood as a breach of the agreed obligations.

The payment of the outstanding amount is required to start manufacturing the vehicle and subsequent shipment to the CLIENT.

At the time of full payment of the price of the vehicle (including taxes and transportation), the COMPANY and the CLIENT will conclude the purchase agreement of the vehicle MÖ, which will include the conditions of use, transport and guarantees required by the legislation protecting the rights of consumers and users.

8. DELIVERY TIME OF THE VEHICLE MÖ

The deadline for delivery of the unit acquired will be twelve months from the date of receipt of payment of the reservation referred in this document, except breach or delay of payment obligations by the CLIENT, that preclude or delay the manufacture of the reserved vehicle MÖ. During this period of time the amount paid on account of the price will remain unavailable.

If the COMPANY fails to deliver the vehicle purchased by the CLIENT within this period, it may either terminate the contract with the total return of the amount paid on account or accept an extension of three months for delivery of the vehicle.

9. RESOLUTION OF THIS AGREEMENT.

They will be grounds for termination of this agreement the following:

1. Failure to comply with the agreed obligations.
2. Agreement of the Parties in writing.
3. Termination of the legal personality of either Party or declaration in bankruptcy which makes impossible the development of the Project

10. RIGTH TO WITHDRAW FROM THE CONTRACT

When the CLIENT has the status of consumer and user (as established by Real Decreto 1/2007 of 16th November, approving the revised text of the General Law for the Protection of Consumers and Users and other laws approved complementary), he shall be entitled to withdraw from this contract notice to the company within 14 calendar days from acceptance of the Terms and Conditions of Reservation, with no need to justify its decision and without penalty of any kind.

In order to exercise the right of withdrawal the CLIENT must send an email to the email address sales@evovelo.com within the period specified in the preceding paragraph or send a registered letter to the following address: C / Pinzon 10 – 3º E, 29001, Malaga, Spain.

In case of communicating the exercise of the right of withdrawal by ordinary mail, the date of shipment shall be within the prescribed period to exercise the right of withdrawal.

The return of the amount paid for the reservation will be made within 14 calendar days from the date when the COMPANY was aware of the decision to withdraw from the contract by the consumer and user.

11. NOTICES.

Customer agrees that all notices and communications are conducted via email to the email address provided by the customer. This may address any communication, notification, report or complaint to the company at the following email: sales@evovelo.com. Notwithstanding the claim or complaint that can stand in the Office of the Consumer.

These notifications are deemed properly received after 24 hours of sending them to the email address provided by the customer.

In case of change of email address of one of the parties shall be notified to the other immediately and by a means that ensures its receipt.

12. EXPENSES.

Expenses and taxes of any kind that are generated as a result of this reservation agreement or subsequent sales contract will be attended by the parties according to law.

13. AMENDMENT OF DATA.

To correct errors in data entry the CLIENT the following email is to the CLIENT: sales@evovelo.com.

14. TRANSFER OF RIGHTS AND OBLIGATIONS.

This agreement is binding for the parties and to possible heirs, assignees or successors.

The CLIENT cannot transfer, sign over or convey all or part of the contract without prior and explicit written consent of the COMPANY.

THE COMPANY may transfer, sign over or convey the whole or part agreement during its term.

15. MISCELLANEOUS.

15.1 The Parties agree to carry out with all those actions necessary to ensure that the agreements reached upon this document result in all the effects that behoove to them.

15.2 The nullity of any non-essential provisions of this agreement does not imply the nullity of the agreement in full and, if requested by one of them, the parties agree to negotiate in good faith terms that substitute the invalid ones in order that they meet the original intention of the parties.

15.3 Each of the parties shall assume in accordance with the law in force, expenses, taxes, fees and other charges deriving of this agreement and that may correspond to each party.

15.4 The terms of this agreement are the integrity of it and cancel and replace all previous declarations and agreements on this subject in written or oral.

16. Data Protection Act.

Both parties agree to meet in matters concerning them, as the Ley Organica 15/1999 of December 13 of Protection of Personal Data (LOPD) and any other applicable standards or that may be enacted in the future regarding this matter.

17. JURISDICTION AND VENUE.

This Agreement shall be governed by Spanish law. However, contracts with consumers and users residing in other countries of the European Union shall be governed by the provisions of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the applicable to contractual obligations (Rome I) law, as well as other provisions of

European Union law that apply to them. When not been able to determine the content of foreign law, the Spanish subsidiary apply substantive law

The CLIENT and the COMPANY specifically and irrevocably submit to the courts of the city of Malaga for any dispute or claim concerning the validity, effectiveness, performance or interpretation of this Agreement.

18. LANGUAGE.

The full text of the contract was written in Spanish and translated into English. In case of contradictions or discrepancies between the Spanish version and any other language shall prevail for interpretation the Spanish version.

The CLIENT acknowledges having read the Terms and Conditions of Reservation, and in conformity accepts them and formalizes the Reservation by clicking on "I agree to the Terms and Conditions of the Reservation and book". Lack of acceptance of the Terms and Conditions of Reservation preclude proceeding with the vehicle reservation.