



GENERAL TERMS AND CONDITIONS

of Different Cars Svit s.r.o.
for the sale of motor vehicles

Effective from 01.01.2026

Article I

INTRODUCTORY PROVISIONS

1.1 These general terms and conditions (hereinafter the “GTC”) govern the rights and obligations of the contracting parties arising from the purchase contract concluded between the seller and the buyer, the subject matter of which is the transfer of title to a motor vehicle.

1.2 The seller is the business company:

Different Cars Svit s.r.o.

with its registered office at: Hlavná 502/39, 059 21 Svit

Company ID No. (IČO): 51676389 VAT ID No. (IČ DPH): SK2120748245

IBAN: SK71 0900 0000 0051 4625 2924

Contact: Lukáš Palkovič, 0911 341 122

(hereinafter the “seller”).

1.3 The GTC form an integral part of every purchase contract concluded between the seller and the buyer. By concluding the purchase contract, the buyer confirms that he has acquainted himself with these GTC prior to signing the contract, that he has understood their content and that he agrees with them in their entirety.

1.4 In the event of a conflict between the provisions of the purchase contract and these GTC, the provisions of the purchase contract shall prevail.

1.5 Legal relations between the seller and a buyer who is a consumer are governed by Act No. 40/1964 Coll., the Civil Code, as amended, Act No. 108/2024 Coll. on consumer protection and on the amendment of certain acts, as well as by other generally binding legal regulations of the Slovak Republic. Legal relations between the seller and a buyer who is not a consumer are governed by Act No. 513/1991 Coll., the Commercial Code, as amended.

Article II

DEFINITIONS

2.1 The “buyer” is a natural person or a legal person who has concluded a purchase contract with the seller, the subject matter of which is a vehicle.

2.2 A “consumer” is a natural person who, when concluding and performing the purchase contract, is not acting within the scope of his business activity, employment or profession.

2.3 A “vehicle” is a motor vehicle, including its accessories and additional equipment, specified in more detail in the purchase contract, in particular by stating the make, model, type, year of manufacture, VIN, odometer reading, colour and equipment.



2.4 The “purchase contract” is a written contract for the purchase of a vehicle concluded between the seller and the buyer, of which these GTC form an integral part.

2.5 The “purchase price” is the total price of the vehicle agreed in the purchase contract, including value added tax if it applies to the sale.

2.6 The “deposit” is an advance payment towards the purchase price in the amount of 10 % of the purchase price of the vehicle pursuant to Article IV, clause 4.2 of these GTC.

2.7 The “balance” is the remaining part of the purchase price after deduction of the deposit.

2.8 The “date of signature of the contract” is the day on which the purchase contract was signed by the later of the two contracting parties; unless otherwise stated in the contract, it is the date stated in the heading of the purchase contract.

2.9 Periods determined by calendar days begin to run on the day following the day of signature of the purchase contract. If the end of a period falls on a Saturday, a Sunday or a public holiday, the last day of the period shall be the next following business day.

Article III

ORDER AND CONCLUSION OF THE PURCHASE CONTRACT

3.1 The offer of vehicles published on the seller’s website, on advertising portals or on the seller’s business premises is of an informative nature and does not constitute a proposal to conclude a contract. The seller is not obliged to conclude a purchase contract with any particular interested party.

3.2 The purchase contract is concluded in written form and becomes valid and effective on the day of its signature by both contracting parties.

3.3 By signing the purchase contract, the buyer confirms that he had the opportunity to inspect the vehicle in person, to acquaint himself with its technical condition, documentation and service history to the extent known to the seller, and that he was given the opportunity to have the vehicle inspected by an expert of his own choice.

3.4 In the case of used vehicles, the vehicle is sold in a condition corresponding to its age, mileage and ordinary wear and tear. Prior to concluding the contract, the seller shall inform the buyer of the defects of the vehicle that are known to him; these defects shall be stated in the purchase contract or in the handover protocol and are reflected in the purchase price.

3.5 Information on the odometer reading, service history and previous damage to the vehicle is based on documents and information provided by the previous owner or the importer. The seller is not liable for the inaccuracy of such information if he could not have discovered it while exercising professional care.

3.6 Reservation of a vehicle prior to the conclusion of the purchase contract is possible only on the basis of a separate written agreement and, as a rule, against a reservation fee, which shall be credited towards the deposit if the purchase contract is concluded.

Article IV

PURCHASE PRICE AND PAYMENT TERMS

4.1 The purchase price of the vehicle is agreed in the purchase contract and is stated in euro (EUR). The purchase contract shall state whether the ordinary value added tax regime or the special arrangement for



taxation of second-hand goods pursuant to Section 66 of Act No. 222/2004 Coll. on value added tax, as amended, applies to the sale of the vehicle.

Deposit

4.2 The buyer is obliged to pay the seller a deposit towards the purchase price in the amount of 10 % of the purchase price of the vehicle. The deposit is due within 3 (three) calendar days from the date of signature of the purchase contract.

4.3 The deposit paid shall be credited in full towards the purchase price of the vehicle.

Balance of the purchase price

4.4 By signing the purchase contract, the buyer undertakes to pay the seller the remaining part of the purchase price (the balance) no later than within 14 (fourteen) calendar days from the date of signature of the purchase contract.

4.5 The buyer's obligations under clauses 4.2 and 4.4 are separate and their due dates run concurrently from the date of signature of the purchase contract.

Method of payment

4.6 The purchase price and parts thereof shall be paid by bank transfer to the seller's account stated in the purchase contract, or in cash at the seller's cash desk, subject to the limits under Act No. 394/2012 Coll. on the restriction of cash payments, as amended.

4.7 In the case of a cashless payment, the buyer's obligation is deemed fulfilled on the day the entire relevant amount is credited to the seller's account. In the case of a cash payment, on the day the cash is received by the seller and the relevant document is issued.

4.8 When making a payment, the buyer is obliged to state the variable symbol determined by the seller, as a rule the number of the purchase contract or the number of the issued invoice.

4.9 The buyer is not entitled to unilaterally set off any of his receivables against the seller's claim for payment of the purchase price, unless it is a receivable acknowledged by the seller in writing or awarded by a final court decision.

4.10 If the transaction includes the handover of the buyer's vehicle to the seller in part exchange, its valuation and the manner of its crediting towards the purchase price shall be agreed separately in the purchase contract.

4.11 If the purchase of the vehicle is financed by means of a loan, leasing or another financial product of a third party, the unavailability or non-approval of the financing does not release the buyer from the obligation to pay the purchase price within the periods under these GTC, unless the contracting parties agree otherwise in writing.

Article V

TAKEOVER OF THE VEHICLE, TRANSFER OF TITLE AND OF THE RISK OF DAMAGE

5.1 By signing the purchase contract, the buyer undertakes to take over the vehicle no later than within 30 (thirty) calendar days from the date of signature of the purchase contract.

5.2 The seller is obliged to hand over the vehicle to the buyer only after full payment of the purchase price, unless the contracting parties agree otherwise in writing.

5.3 The place of handover and takeover of the vehicle is the seller's business premises, unless another place is agreed in the purchase contract. The exact date of takeover shall be agreed by the contracting parties; the seller shall invite the buyer to take over the vehicle by telephone, electronically or in writing.

5.4 A handover protocol shall be drawn up on the handover and takeover of the vehicle, stating in particular the condition of the vehicle, the odometer reading, the number of keys handed over, the documentation handed over and any defects identified. The buyer is obliged to duly inspect the vehicle upon takeover.

5.5 Title to the vehicle passes to the buyer at the moment of full payment of the purchase price and simultaneous physical takeover of the vehicle, whichever of these occurs later.

5.6 The risk of accidental destruction and accidental deterioration of the vehicle passes to the buyer at the moment of takeover of the vehicle. If the buyer is in default with the takeover of the vehicle, the risk of damage passes to the buyer on the first day of default.

5.7 If the buyer fails to take over the vehicle within the period under clause 5.1, the seller is entitled to charge the buyer a vehicle storage fee of EUR 50 excluding VAT for each commenced day of delay. This is without prejudice to the seller's right to withdraw from the purchase contract.

5.8 The transfer of possession of the vehicle in the vehicle register shall be carried out in accordance with Act No. 8/2009 Coll. on road traffic, as amended. The buyer is obliged to provide the seller with the necessary cooperation and documents; if he fails to do so, the seller is not liable for any delay in registering the vehicle or for any consequences arising therefrom.

Article VI

TERMINATION OF THE CONTRACT AND CONTRACTUAL SANCTIONS

Failure to pay the deposit

6.1 If the buyer fails to pay the deposit under clause 4.2 of these GTC within 3 (three) calendar days from the date of signature of the purchase contract, this shall be deemed a material breach of the purchase contract. In such a case the seller is entitled to withdraw from the purchase contract; the purchase contract terminates on the day of delivery of the written notice of withdrawal to the buyer.

6.2 In the case under clause 6.1, the buyer is obliged to pay the seller a contractual penalty in the amount of 5 % of the purchase price of the vehicle agreed in the purchase contract. The contractual penalty is due within 10 (ten) calendar days from the date of delivery of the invoice for it to the buyer.

Failure to pay the balance of the purchase price

6.3 If the buyer fails to pay the balance of the purchase price under clause 4.4 of these GTC within 14 (fourteen) calendar days from the date of signature of the purchase contract, this shall be deemed a material breach of the purchase contract and the seller is entitled to withdraw from the purchase contract.

6.4 In the case under clause 6.3, the deposit already paid shall not be returned to the buyer and shall be forfeited in full in favour of the seller as an agreed contractual penalty for breach of the obligation to pay the purchase price duly and in time. The contracting parties expressly declare that they consider the contractual penalty agreed in this manner to be reasonable, having regard to the nature of the subject matter of the purchase, its value and the fact that the vehicle was withdrawn from the seller's offer for the duration of the contract.

Common provisions on sanctions



6.5 The contractual penalties under clauses 6.2 and 6.4 shall not be applied concurrently; the seller is always entitled to claim only the one that corresponds to the breach of the buyer's obligation that has actually occurred.

6.6 If the buyer fails to take over the vehicle within the period under clause 5.1 despite the purchase price having been paid, the seller is entitled to invite the buyer in writing to take over the vehicle within an additional period of at least 10 calendar days. If the buyer fails to take over the vehicle even within this additional period, the seller is entitled to withdraw from the purchase contract; in such a case clause 6.4 shall apply *mutatis mutandis*.

6.7 Payment of the contractual penalty does not extinguish the buyer's obligation to compensate the seller for damage caused by the breach of the contractual obligation. If the buyer is an entrepreneur, the seller is entitled to compensation for damage to the extent exceeding the contractual penalty.

6.8 In the event of the buyer's default with any monetary payment, the seller is entitled to claim default interest at the statutory rate.

6.9 The seller is also entitled to withdraw from the purchase contract if, before its handover and through no fault of the seller, the vehicle becomes unfit for operation, is destroyed, stolen or substantially damaged, or if the vehicle is not delivered to the seller by his supplier. In such a case the seller shall return to the buyer all payments received, including the deposit in full, within 14 calendar days from the date of termination of the contract, without the buyer being entitled to any sanction.

6.10 Withdrawal from the contract must be made in writing and is effective on the day of its delivery to the other contracting party. A written notice sent to the last known address of the other contracting party and returned as not collected shall also be deemed delivered, namely on the day the consignment is returned to the sender.

6.11 If the buyer is a consumer, the provisions of this Article shall apply to the extent that they are not in conflict with mandatory provisions of legal regulations on consumer protection; the reasonableness of the agreed contractual penalty shall be assessed with regard to the value of the vehicle and the extent of the detriment suffered by the seller.

Article VII

LIABILITY FOR DEFECTS AND COMPLAINTS PROCEDURE

7.1 In the case of new vehicles, the vehicle is covered by the warranty provided by the vehicle manufacturer to the extent and under the conditions stated in the warranty booklet or in other documentation of the manufacturer.

7.2 If the buyer is a consumer and the subject matter of the purchase is a used vehicle, the contracting parties may agree in the purchase contract to shorten the statutory period for asserting liability for defects to 12 months from the date of takeover of the vehicle. If no such agreement is concluded, the statutory period of 24 months applies.

7.3 If the buyer is not a consumer, the seller's liability for defects is governed by Section 422 et seq. of the Commercial Code. In the case of used vehicles, the vehicle is sold "as it stands" to the extent permitted by legal regulations.

7.4 The seller's liability for defects does not apply in particular to:

- defects of which the buyer was informed prior to the conclusion of the contract and which were reflected in the purchase price,
- ordinary wear and tear of the vehicle corresponding to its age and mileage,

- consumable parts and operating fluids (in particular tyres, brake pads and discs, clutch, wipers, bulbs, battery, oils and filters),
- defects arising from improper operation, failure to comply with the service intervals prescribed by the manufacturer, unprofessional interventions, modification of the vehicle (chip tuning, replacement of parts with non-original ones) or use of the vehicle for motorsport events and competitions,
- defects arising as a result of a traffic accident, damage, a natural disaster or vandalism after takeover of the vehicle.

7.5 The buyer shall assert defects of the vehicle with the seller in writing at the address of his business premises or electronically at the e-mail address stated in Article I of these GTC. In the complaint, the buyer is obliged to state the identification of the vehicle, a description of the defect and the manner in which it manifests itself, and to attach proof of purchase.

7.6 The seller shall issue the buyer a confirmation of the assertion of the complaint. If the buyer is a consumer, the seller shall settle the complaint no later than within 30 days from the date of its assertion and shall issue the buyer a written document on its settlement.

7.7 The buyer is obliged to enable the seller or a person authorised by him to assess the claimed defect, including bringing the vehicle to the seller's business premises or to a service centre designated by him.

Article VIII

SPECIAL PROVISIONS FOR CONSUMERS

8.1 If the purchase contract is concluded on the seller's business premises, the buyer – consumer has no right to withdraw from the contract without stating a reason; the right to withdraw from the contract within a period of 14 days applies exclusively to contracts concluded at a distance or off the seller's business premises under the conditions laid down by Act No. 108/2024 Coll.

8.2 If the purchase contract was concluded at a distance or off the seller's business premises, the instruction on the right to withdraw from the contract, including the withdrawal form, forms an annex to the purchase contract.

8.3 The supervisory authority for compliance with the seller's obligations towards the consumer is the Slovak Trade Inspection Authority, SOI Inspectorate for the Bratislava Region.

8.4 The buyer – consumer has the right to approach the seller with a request for redress if he is not satisfied with the manner in which his complaint was settled or if he believes that the seller has infringed his rights. If the seller replies to the request in the negative or fails to reply to it within 30 days from the date of its dispatch, the consumer has the right to file a motion to commence alternative dispute resolution pursuant to Act No. 391/2015 Coll. on alternative resolution of consumer disputes, as amended. The list of alternative dispute resolution entities is maintained by the Ministry of Economy of the Slovak Republic.

Article IX

PROTECTION OF PERSONAL DATA

9.1 The seller processes the buyer's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and with Act No. 18/2018 Coll. on the protection of personal data, as amended.



9.2 The buyer's personal data are processed in particular for the purpose of concluding and performing the purchase contract, fulfilling the seller's legal obligations (in particular tax, accounting and record-keeping obligations) and for the purpose of protecting the seller's legitimate interests.

9.3 Detailed information on the processing of personal data, on the rights of data subjects and on the data retention period is available in the document "Information on the Processing of Personal Data" published on the seller's website and at his business premises.

Article X

FINAL PROVISIONS

10.1 The purchase contract may be amended only by written, numbered amendments signed by both contracting parties.

10.2 If any provision of these GTC becomes invalid, ineffective or unenforceable, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace such a provision with a provision that most closely approximates its purpose.

10.3 The seller is entitled to amend and supplement these GTC unilaterally. Purchase contracts already concluded are governed by the wording of the GTC effective as at the date of signature of the relevant purchase contract.

10.4 Written communications shall be delivered to the addresses of the contracting parties stated in the purchase contract. The contracting parties are obliged to notify each other without undue delay of any change of delivery address and contact details.

10.5 Legal relations not regulated by the purchase contract and these GTC are governed by the legal order of the Slovak Republic. The courts of the Slovak Republic have jurisdiction to resolve disputes.

10.6 These GTC become valid and effective on 01.01.2026 and are published at the seller's business premises and on his website.