

## GENERAL TERMS AND CONDITIONS FOR THE SALE AND DELIVERY OF A LYNK & CO CAR TO NON-CONSUMERS

### INTRODUCTION

The following are the general terms and conditions applicable for the sale and delivery ('**General Terms**') of Lynk & Co vehicles ('**Lynk & Co Car** ') by the Seller or any of its Affiliates ('**Lynk & Co**', '**We**', '**Us**', '**Our**') to you as a Buyer ('**Buyer**', '**You**', '**Your**', '**Yourself**').

The Seller and the Buyer is jointly hereinafter referred to as the "**Parties**" or individually as a "**Party**".

'**Affiliates**' means an entity that directly or indirectly through one or more intermediaries is owned by more than 50 % by Lynk & Co or Lynk & Co International AB.

### 1. DOCUMENTS FORMING THE CONTRACT

The agreement for Your purchase of a Lynk & Co Car/s Contract is made up of the following documents, which together form the Contract between Us and You,

- The Purchase Form
- These General Terms
- Terms for Connectivity Services, Appendix A
- Delivery Policy, Appendix B
- Roadside Assistance, Appendix C
- Care Plan, Appendix D – please note that the terms for Care Plan is only included in Your Contract if You have chosen it and it is stated to be included in the Purchase in the Purchase Form.

In the event of conflict or inconsistency the documents shall take precedence according to the listed order above unless the circumstances clearly dictates another order. Additional terms or agreements may apply for additional goods or services which you purchase from Us in connection of the purchase of the Lynk & Co Car.

### 2. PURCHASE OF A LYNK & CO CAR

Lynk & Co hereby sells the Lynk & Co Car/s, outlined in the Purchase Form, to the Buyer and the Buyer hereby purchases the Lynk & Co Car/s in accordance with this Contract.

Any hardware, software or other product features released after this Contract is entered into will not be included in Your Lynk & Co Car configuration. Lynk & Co reserves the right to make minor changes to the

specifications or to implement small technical adjustments to the Lynk & Co Car after this Contract is entered – as long as such changes do not materially affect the quality or performance of the Lynk & Co Car.

The Buyer hereby confirm and guarantee that it is not listed, or acting on behalf of a person listed on any of the sanctions lists from the United Nations, European Union or United States of America and that the Buyer will not sell, transfer or in any other way make available, the Lynk & Co Car to such a person. Should this turn out to be the case, the Contract will be immediately terminated. Further, Lynk & Co reserve the right not to reimburse the Buyer for any costs and cannot by law make any repayment of already paid fees or part of the purchase Price.

Lynk & Co reserves the right to assess the Buyers credit score and eligibility based on company details and credit rating.

### 3. PRICE AND PAYMENT

The Price applicable to Your purchase of Your Lynk & Co Car/s is that listed on the Purchase Form (the "Price"). The Price is listed excluding of VAT. The Price listed does not include the delivery charge, unless it is explicitly stated. Any delivery charge will be paid separately.

The Price for Your purchase of the Lynk & Co Car/S must be paid no later than fifteen (15) days before the by us agreed delivery date. In the case where You have requested delivery of Your Order within fifteen (15) days or less from placing Your Order, You will be required to pay the Price no later than three (3) days before the by us agreed delivery date.

When the time for payment of the final purchase Price approaches, We will send You payment instructions to the email address You have provided when You placed Your Order. The purchase price will be paid by a bank transfer.

### 4. CARRY OVER OF THE PRE-SALES DEPOSIT

If You have previously entered into a pre order contract with Us and paid the pre order deposit of five hundred euro (500 EUR), Your pre order deposit will be returned to you in conjunction with Your payment of the Price.

### 5. LATE PAYMENTS AND TERMINATION

You are responsible to pay the Price in accordance with the Contract. We have no obligation to deliver Your Lynk & Co Car/s before We have received full payment. Should payment not be done as per Section 5.2 above, You will receive one (1) payment reminder to the email address You have provided to Us when entering into this Contract.

If full payment is not received within three (3) days of the date of the payment reminder, We reserve Our right to terminate the Contract immediately without further reminder or communication with You.

## 6. DELIVERY

The different delivery methods that We offer are subject to availability. Delivery is only possible within delivery within the Netherlands.

More information about different delivery options can be found in the Delivery policy.

Delivery times are estimates and while We always make Our best effort to delivery within the estimated period, We cannot, for various reasons, guarantee exact time of delivery. We will keep You updated should We not be able to deliver according to the by us decided delivery time.

The registration plate details of Your Lynk & Co Car will be provided to You before or in connection to, Your delivery.

For Orders that are scheduled for delivery more than 6 (six) months after the date of the Order, We reserve the right to make a reasonable increase of the Price taking into account factors such as inflation, increase in raw material costs or shipping and handling fees. We will notify You should such a Price increase become necessary. If you do not accept the increase, You have the right to cancel the Contract.

Upon delivery, We may ask You or the person appointed by You to take possession of Lynk & Co Car to show proof of identity and sign a delivery confirmation.

## 7. DELIVERY CHANGE

The Buyer can, in certain cases, change the chosen delivery method. While this may not always be possible, Lynk & Co will do the best to accommodate any such request. In some cases, this may only be done against a cancellation fee, which in such a case, will be payable by the Buyer. Lynk & Co will always inform the Buyer before agreeing to the delivery change should a cancellation fee be applicable. Should the Buyer change the delivery method from a method Lynk & Co provide free of charge to a delivery method Lynk & Co against a delivery fee, Lynk & Co will add the delivery fee to the Price.

For more details on whether and how You can change Your delivery method, as well as in what situations a cancellation fee is applicable, please see the delivery policy.

## 8. DELAYED DELIVERY

Should there be difficulties for Lynk & Co to fulfil the delivery of the Lynk & Co Car to the Buyer, Lynk & Co will inform the Buyer, at the earliest opportunity possible, that delivery is delayed and provide the Buyer with an estimated new delivery time.

## 9. UNCOLLECTED ORDERS

If the Buyer for any reason don't collect the Lynk & Co Car according to the chosen delivery method and time Lynk & Co will charge the Buyer for the delivery cost of the return.

## 10. OWNERSHIP AND TITLE

Ownership and title to the Lynk & Co Car will not pass to the Buyer until full payment has been made. Should it be the case due to delayed payment by of the Price that the Lynk & Co Car is delivered to the Buyer before receipt of payment of the Price, Lynk & Co reserves the right to repossess the Lynk & Co Car without further communication.

## 11. FAULTS

The Buyer is requested to inspect Lynk & Co Car upon handover, if the vehicle in question is faulty or damaged, Lynk & Co is to be contacted within 5 business days from the date the delivery was made. Lynk & Co reserves the right to participate in an inspection of the Lynk & Co Car together with the Buyer at delivery or pick-up and to have the result of the inspection noted in a protocol. The assessment of the Lynk & Co Car shall be based on the characteristics of the Lynk & Co Car at the time of delivery.

The Buyer can file a complaint by contacting Lynk & Co.

Lynk & Co will not be held responsible for any lack of conformity that the Buyer was made aware of, or could not have reasonably been unaware of, when entered the Contract. Under no circumstances will the Lynk & Co be held responsible for damage, loss or defects due to faulty use of the Lynk & Co Car or wear and tear.

## 12. NEW VEHICLE WARRANTY

New Lynk & Co Cars come with a New Vehicle Warranty (**'Warranty'**), which you can read about at our webpage.

## 13. OWNER'S MANUAL

Owner's manual for Lynk & Co Car will be provided to the Buyer upon delivery. A copy will also be available in the Lynk & Co Car through the owner's manual application in the driver display, in the Lynk & Co App and online on the Site. The owner's manual may be updated and amended as any new features in Lynk & Co Car are released.

## 14. ROADSIDE ASSISTANCE

Through Lynk & Co's partner, we offer the Buyer a roadside assistance service (**'RSA'**) for a period of twenty-four (24) months from the first day Your Lynk & Car is registered to the Buyer. For more information about the RSA and the terms and conditions applicable to RSA, please see Appendix C.

## 15. LIABILITY

With the limitations set out herein, if a Party breaches the terms of this Contract, it shall compensate the other Party for the direct damages incurred as a consequence thereof.

Neither Party shall be responsible for any indirect or consequential damage caused by it, including but not limited to any losses of production or profit.

Notwithstanding anything to the contrary contained in this Contract, the liability of the Parties for damage/losses arising pursuant to or in connection with the representations, warranties, indemnifications or other obligations (whether express or implied) of the Parties under this Contract shall not or implied) of the Parties under this Contract shall not exceed total value of this Contract.

For the avoidance of doubt, where a Party is entitled to a specific remedy hereunder, such right shall not be deemed to restrict that Party's ability to claim other legal remedies under the Contract or under Applicable Law.

## 16. INTELLECTUAL PROPERTY

Lynk & Co may give the Buyer access to intellectual property ('IP') within or in connection with the Lynk & Co Car. The license and right to use such IP may be governed by special terms, which in such a case will be presented to the Buyer in the terms and conditions applicable to Connected Services in Appendix A. If there are no special terms for the usage, Lynk & Co grant the Buyer a non-exclusive, non-sub-licensable, non-transferrable license to use such IP only i) internally in conjunction with the Lynk & Co Car and for the use for which the IP were made available, and ii) in accordance with any documentation for the IP.

The IP must not be distributed or disclosed to any third party or used for any purpose other than as permitted by the documentation for the IP and the requirements of these General Terms.

## 17. USE OF THIRD-PARTY INTELLECTUAL PROPERTY

Lynk & Co may provide the Buyer with the intellectual property of a third party within or in connection with the Lynk & Co Car ('3PIP'). Any such 3PIP may be governed by separate terms issued by the third party and which Lynk & Co may provide to assign to the Buyer to read or download on the third party's website. In such case, the Buyer will be responsible for reading and complying with such terms.

Unless otherwise stated in separate third party terms, the use of the 3PIP is limited to use solely in connection with the use of the Lynk & Co Car and the authorized use for which the 3PIP were made available.

## 18. OWNERSHIP OF RIGHTS

All immaterial properties displayed on the Online Store or immaterial properties in connection with the Lynk & Co Car is the property of Lynk & Co and may not be used without our written permission.

The images displayed on the Online Store or in marketing materials are for illustrative purposes only. We have made great efforts to display the sizes, colors and details accurately but the Lynk & Co Car may vary from the images.

## 19. TRANSFER OF RIGHTS AND OBLIGATIONS

Lynk & Co reserve the right to use sub-contractors to fulfil our undertakings and may assign or transfer our rights under the Contract to an Affiliate. We will always notify You in writing should this happen. The Buyer is not allowed to transfer the Contract without Lynk & Co's previous written consent.

## 20. DATA PRIVACY

Lynk & Co will be the data controller for the processing of any of the Buyer's personal data when the Buyer enters into this Contract. Information regarding Our processing of Your personal data can be found in Lynk & Co's privacy policy which is available on our website.

## 21. CONNECTED SERVICES

The Lynk & Co Car is equipped with connected services, accessible from the vehicle and the Lynk & Co mobile app. These connected services are subject to their own terms of use applicable to the drivers of the Lynk & Co Car, Appendix A. The provision of the connected services is subject to the driver's prior acceptance of the terms of use. The terms of use are provided to you as a Buyer in order for the drivers to accept the terms of use before using the Lynk & Co Car. You as a Buyer is responsible for ensuring that the drivers are made aware of, accept and adhere to the terms of use, including informing the drivers about the processing of personal data related to using the connected services. Lynk & Co reserves the right to review the manner in which you as a Buyer ensure the acceptance and adherence of the terms of use.

## 22. SEVERABILITY

If any provision of the Contract or these General Terms should be deemed invalid, unlawful, void or for any reason, unenforceable, the validity or the use of the remaining provisions shall not be affected.

## 23. AMENDMENTS

Any amendment or addition to this Contract must be made in writing and signed by the Parties to be valid.

## 24. APPLICABLE LAW AND JURISDICTION

Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or availability thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the 'SCC').

The Arbitration Rules by the SCC shall apply unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that Rules of Expedited Arbitration shall apply. In the former case, the Arbitral Tribunal shall be composed by one (1) arbitrators.

The seat of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be Swedish.

Each Party undertakes and agrees that all arbitral proceedings conducted with reference to this arbitration clause shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision on award that is made or

declared as part of the proceedings. Information covered by this confidentiality undertaking may not in any form be disclosed to a third party without its written consent of the Parties. This notwithstanding a Party shall not be prevented from disclosing such information in order to safeguard its rights in connection with the dispute, or if disclosure is required by law, court order or by obligations pursuant to any applicable stock exchange regulation.

## APPENDIX A

### TERMS FOR CONNECTIVITY SERVICES

<https://www.lynkco.com/nl-nl/terms-and-conditions/connectivity-terms>



## APPENDIX B

### DELIVERY POLICY

#### 1. BELEID VOOR DE LEVERING VAN VOERTUIGEN

Onze ambitie is altijd om u de best mogelijke bezorgervaring te bieden, daarom hebben we een breed portfolio aan bezorgdiensten gecreëerd waaruit u kunt kiezen. De beschikbaarheid van de service kan verschillen, afhankelijk van waar u woont en waar u uw 01 wilt ophalen, maar we breiden onze bezorgactiviteiten voortdurend uit over de Nederlandse markt.

#### 2. SERVICEPORTFOLIO

##### Levering bij Club

Grijp de kans om uw Lynk & Co 01 op te halen bij een van onze clubs, dit is een geweldige manier om de essentie van het merk te ervaren en een plek om leden van de Lynk & Co Community te ontmoeten. Zodra je bent gearriveerd en de vereiste documentatie hebt ingevuld, ben je snel op weg in je 01. Tijdens je afleveringsmoment zullen we je door de 01 leiden en ervoor zorgen dat je het meeste uit de auto en al zijn functies haalt. Leveringen in Nederland zijn momenteel beschikbaar in onze Amsterdam Club en op een tijdelijke locatie in Rotterdam.

##### Tijdvak plannen

Uiterlijk 5 dagen voorafgaand aan de daadwerkelijke leveringstijd wordt uw bezorgmoment via ons bezorgteam geboekt. Om de wachttijd van beide partijen te beperken, ontvang je zowel via onze mobiele app als via sms notificaties. Voor leveringen bij onze clubs zullen deze berichten de dag vóór uw geplande tijdslot uitgaan.

##### **Annulering of wijziging van tijdslot:**

Als u uw bezorgtijdvak wilt annuleren of wijzigen, moet u contact met ons opnemen via onze chat of door ons te bellen. Een annulering of wijziging van tijdvak moet uiterlijk 14.00 uur de werkdag vóór uw toegewezen tijdvak gebeuren. Voor annuleringen of wijzigingen na 14.00 uur op de werkdag vóór het door u toegewezen tijdslot, worden annuleringskosten van 20 euro in rekening gebracht. Onze chauffeurs accepteren een vertraging van 10 minuten, daarna brengen we een vergoeding van 2 euro per minuut in rekening, maar voor vertragingen wordt een maximum van 30 euro in rekening gebracht.

Door de algemene voorwaarden voor onze bezorgdiensten te accepteren, erkent u dat het niet mogelijk is om het recht uit te oefenen om u terug te trekken uit een dienst die gedeeltelijk of volledig is geleverd.

Mocht er iets gebeuren waardoor we het bezorgmoment moeten wijzigen, dan nemen we zo snel mogelijk contact met u op om een nieuw tijdstip af te spreken.

### 3. VERZEKERING:

Lynk & Co of haar externe service verlener garanderen dat uw voertuig volledig verzekerd is tijdens het transport naar onze clubs of de door u geselecteerde afleverlocatie.

## APPENDIX C

### ROADSIDE ASSISTANCE TERMS AND CONDITIONS

In case of a breakdown

In case of unforeseen circumstances where you may need help with your vehicle in the unlikely event of a breakdown, Lynk & Co Assistance is there to give you the best possible support. It is operational 24 hours a day, 365 days a year.

Your Lynk & Co vehicle is equipped with a CALL US button in the ceiling and a CUSTOMER CALL soft button in the center display. Pushing these buttons will connect you to our telephone agents who will be able to see your geographical position and other information that makes it possible to help you in the best way.

You can also call +31207219690. Same number applies if you are abroad.

If you call, we need the following information to be able to assist you:

- Owner's name and address.
- Where the vehicle is located.
- Vehicle registration number and color.
- Description of the issue.
- Your mileage (if known).
- Phone number or email address, so that you can get continuous information.

NOTE: You must report the breakdown incident immediately (within 24 hours) to Lynk & Co Assistance. Roadside assistance not provided or handled by Lynk & Co Assistance will not be reimbursed unless Lynk & Co has approved it in advance.

Lynk & Co Assistance can support you in the following situations

Lynk & Co Assistance provides roadside support in case of unforeseen vehicle breakdown or immobilization. Lynk & Co Assistance applies to mechanical, technical, or electrical breakdowns that are unexpected and not due to lack of maintenance.

The following events are also covered by Lynk & Co Assistance:

- Powerless battery.
- Fuel shortage or incorrect fuel.
- Locks or key-related issues.

For these three events, Lynk & Co Assistance is limited to on-the-spot assistance according to point 1.1 or towing according to point 1.2. If the repair is estimated to take more than four hours, you will receive transport to your hometown /destination, hotel accommodation or rental car according to point 1.3.

- Flat tire

In the event of flat tire, assistance is provided through change to the vehicle's spare wheel. If the vehicle lacks spare wheel, on spot repair will be done when possible with the vehicle's wheel repair kit. If it is not possible to repair on the spot the vehicle will be towed to the nearest Lynk & Co recommended workshop.

Caravans and trailers are also covered if they are connected to a Lynk & Co vehicle. Regarding horses or other livestock then this is not considered the responsibility Lynk & Co Assistance. The customer is to have a separate insurance cover for this. Lynk & Co Assistance will however assist in getting the horse box and horse/livestock to a safe place wherever possible.

Lynk & Co Assistance is valid in the following countries

Albania, Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Cyprus (\*)  
Denmark, Estonia, Finland, France, Macedonia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Rep. of San Marino, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom.  
(\*) Coverage in Cyprus is limited to the Greek territory of the island.

Lynk & Co Assistance applies also for transport between these countries.

How long is Lynk & Co Assistance valid

Lynk & Co Assistance is included with the purchase of a new vehicle for two years from the first day of registration. After that, if you service your vehicle according to Lynk & Co's recommended service schedule and at a Lynk & Co recommended workshop, Lynk & Co Assistance is automatically extended by 24 months (free of charge) until the vehicle is 10 years old.

Other terms and conditions for Lynk & Co Assistance

### 1.1 Roadside assistance

In the event of a breakdown, Lynk & Co Assistance will first try to repair on the spot to get you moving as soon as possible. If roadside repair is not possible, we will tow the vehicle to the nearest Lynk & Co recommended workshop.

#### 1.1.1 Discharged battery

In the case of a discharged battery, a jumpstart will be provided.

#### 1.1.2 Lack of fuel or incorrect fuel

In case of an empty fuel tank, fuel will be transported to your vehicle's location. In case of incorrect or contaminated fuel, the car will be transported to the nearest recommended Lynk & Co workshop.

#### 1.1.3 Lock or key-related problems

If possible, lock opening will be attempted and/or a spare key will be shipped if the vehicle's key is not working.

### 1.2 Towing

Towing is carried out when required for safety reasons or if repair on the spot is not possible. The vehicle will be transported to the nearest Lynk & Co recommended workshop.

### 1.3 If further assistance is required

If the vehicle cannot be repaired at the recommended workshop within four hours on the same day, you and your passengers may select one of the following options below to continue your journey. Note that you may only select one of the options, 1.3.1, 1.3.2 or 1.3.3.

#### 1.3.0 Travel home

If the breakdown occurs less than 80 km from home, Lynk & Co Assistance covers travel by taxi or mobility solution by your choice for a value of up to 50 EUR.

#### 1.3.1 Journey completion

If the breakdown occurs more than 80 km from home, Lynk & Co Assistance covers travel by rail or bus, air travel or taxi, for a value of up to 600 EUR per person, for driver and passengers which makes it possible to either travel home or continue to the destination if this is within the area defined above. The choice of travelling will be discussed with you, but ultimately the decision will be made by Lynk & Co based on the costs.

#### 1.3.2 Hotel accommodation

If repair is not possible the same day or breakdown occurs out of business hours of the nearest recommended Lynk & Co workshop, hotel accommodation is offered locally (in the country where the breakdown has occurred) for the duration of the repair for driver and passengers for up to four nights to a

maximum value of 100 EUR (excl. VAT) per person (including breakfast) per night. This alternative can only be selected while the vehicle is in the recommended workshop for repair or awaiting repair.

### 1.3.3 Rental car

If you instead prefer a rental car while your vehicle is being repaired, Lynk & Co Assistance will cover for a rental car of similar category as your Lynk & Co vehicle.

Domestic: Lynk & Co will provide a rental car for a maximum of 3 working days (in case of breakdown) or 1 working day (in case of accident, theft, vandalism, fire). Other expenses, such as fuel, etc. are not covered by Lynk & Co Assistance.

Abroad: For car rentals outside the country, Lynk & Co will provide will a rental car for up to 5 working days (in case of breakdown) or 3 working days (in case of accident, theft, vandalism, fire). Other expenses, such as fuel, etc. are not covered by Lynk & Co Assistance.

If Lynk & Co Assistance is unable to provide a vehicle of the same size as your vehicle, or if a rental car cannot be provided due to local circumstances, Lynk & Co Assistance cannot be held responsible.

Exception - Car sharing: Neither the car sharing Lender nor Borrower are liable to get a rental car during a Lynk & Co car sharing booking.

### 1.4 Vehicle collection

If the Lynk & Co recommended workshop where your vehicle is undergoing repair is located less than 80 km from your home/destination, Lynk & Co Assistance covers the cost for taxi or other mobility means of your own choice for a value of up to 50 EUR.

If the Lynk & Co recommended workshop where your vehicle is undergoing repair is located more than 80 km from your home/destination, Lynk & Co Assistance covers 1st class one-way travel by train or boat/ferry for one person. If the train/boat/ferry trip will take more than 6 hours, you will be offered the option of a plane ticket (economy class) instead.

Accident, Attempted theft, Vandalism, and Theft these benefits are not applicable. Please contact your insurance provider. If you are on a Lynk & Co month-to-month plan, please contact Lynk & Co in case of these events.

### 1.5 Repatriation (Recovery of vehicle)

If your vehicle cannot be repaired within 3 working days, the cost of transporting the vehicle and its contents (luggage, pets) by road transport or by train to your home/home country is free of charge. Lynk & Co Assistance will cover the cost for parking the car including caravan/trailer awaiting the repatriation or import up to a maximum amount of 100.00 EUR (excl. VAT).

### 1.6 Commercial vehicles

Taxis, rental cars, police cars, ambulances, driving school cars, etc. are only covered for roadside repair, Roadside recovery, and off-road recovery – 1.1 and 1.2.

Lynk & Co Assistance does not cover:

- Vehicles involved in motor racing, rallies, speed or duration tests, practice run, or operated outside official roads.
- Deliberate violation of law in connection with driving the vehicle.
- War or risk of war, revolution, riot, strike, terrorist act, radioactivity, earthquake, atmospheric disturbances or another event that could be classified as force majeure
- Assistance, ordered by the vehicle owner or other person, without prior contact and authorization by Lynk & Co Assistance.
- Loss of property or cost of downtime.
- VAT (value-added tax) when you or the vehicle owner/lessor is liable to declare for such tax.
- Vehicles that are registered as non-operational (non-op).
- Repair and spare parts costs.
- Emergency vehicles
- Costs for consequential damage, repairs, and spare parts in connection with tire punctures are not covered.
- Vehicles that have been modified with aftermarket parts and accessories that are not approved by Lynk & Co. Deterioration of the high-voltage battery, including but not limited to the use of correct charging equipment. All other exceptions or limitations described in the vehicle's Status and Warranty booklet.
- Lynk & Co Assistance is not valid for damage covered by another warranty or which the supplier or another party is responsible for by law or similar commitment.
- Lynk & Co Assistance does not cover the costs of tires or spare parts necessary for repairs, regardless of whether vehicle recovery is required or not.
- Lynk & Co Assistance does not cover the costs of draining and refilling with the correct type of fuel, nor the cost of the fuel itself or any repair or spare part, nor the alternatives listed under 1.3.

#### Breakdowns on French Motorways

Motorways in France are privately managed, so if you break down on a French motorway or motorway service area, Lynk & Co Assistance cannot arrange for assistance to be sent to you.

1. If you can get to an emergency telephone box, please press the button and the police will send assistance to your location.
2. If you are using a public phone, please dial 17 or, from a mobile phone, dial 112.
3. Once you have been towed off the motorway/service area, contact Lynk & Co Assistance for further assistance.

#### Mobile and phone costs

Lynk & Co Assistance will not reimburse the cost of any telephone calls you make in connection with any breakdown (including mobile phone calls). It may be possible for Lynk & Co Assistance to return a call to a mobile or a car phone, but your service call provider may charge you for this call. Some service providers may charge for calls to free phone numbers. The regulations on the use of mobile and in-car phones vary from country to country.

Please check with your service provider that your phone meets the requirements and standards for the countries in which you are travelling.

## APPENDIX D

### APPENDIX D - GENERAL TERMS AND CONDITIONS FOR LYNK & CO CARE PLAN FOR NON-CONSUMERS

These are the general terms and conditions applicable to the Lynk & Co Care Plan (**'Care Plan'**) service (**'Care Plan General Terms'**) between Lynk & Co (**'Lynk & Co', 'We', 'Us', 'Our'**) or any of its Affiliates (which means an entity that directly or indirectly through one or more intermediaries is owned by more than 50% by Lynk & Co or Lynk & Co International AB) to you as a Buyer (**'You', 'Your'**).

These Care Plan General Terms only apply if Care Plan is included in the Purchase Form.

#### 1. SCOPE

These Care Plan General Terms form an integral part of Your Order to purchase a new Lynk & Co Car (if Care Plan is included in the Purchase form) The Care Plan entitles You as a Buyer of a Lynk & Co Car to the Care Plan services specified below in Section 2 (**'Care Plan Services'**).

Care Plan entitles You to the Care Plan Services for a period of 24 (twenty-four) months or mileage of 30,000 (thirty thousand) kilometres (**'Term'**), whichever comes first.

#### 2. CARE PLAN SERVICES

The Care Plan Services included in Your Care Plan are those listed below.

##### 2.1. SCHEDULED MAINTENANCE

We take care of Your Lynk & Co Car throughout Your Care Plan. We will perform scheduled maintenance every 24 (twenty-four) months or 30,000 (thirty thousand) kilometres, whichever comes first. Scheduled maintenance will be provided by a Lynk & Co contracted workshop in the country where Your Lynk & Co Car is registered and will be performed according to the manufacturer's

recommendation. This includes, but is not limited to, checks and controls on vehicle functionality, safety systems, wear and fluid levels, software updates, and replacement of parts according to set time intervals such as engine and compartment filters, timing belts and spark plugs. Costs for labour and any parts needed for the scheduled maintenance are included. Detailed records of what actions have been included in scheduled maintenance can be found in the service handbook following scheduled maintenance completion.

The following is not included in scheduled maintenance,

- Refilling of oil and other liquids in the time between scheduled maintenance.

Scheduled maintenance includes a pick-up and delivery service (**'Pick-Up and Delivery'**) of Your Lynk & Co Car. To arrange for scheduled maintenance and Pick-Up and Delivery, We will contact You before the scheduled maintenance is due. Pick-Up and Delivery has and is governed by, separate terms and conditions which can be found on our webpage.

## 2.2. WIPER BLADE REPLACEMENT

We will replace the wiper blades on Your Lynk & Co Car according to the manufacturer's recommendation. This is needed and will be done every 24 (twenty four) months. As part of Your Care Plan We will either complete the wiper blade replacement in a contracted workshop, if Your Lynk & Co Car is there for another reason, or, send You replacement wiper blades accompanied by instructions of how to make the replacement.

## 2.3. MOBILITY COURTESY

Should Your Lynk & Co Car be away for a visit to a Lynk & Co contracted workshop for more than 1 (one) calendar day, with the exception of insurance related incidents and road side assistance (which have their own terms and conditions applicable), We offer You and will arrange, mobility courtesy in the form of a replacement car or other mobility courtesy solution during this time, as chosen by You. You can find further details on mobility courtesy and the mobility courtesy solutions available to you on our website.

## 2.4. PROACTIVE PLANNING

As part of Your Care Plan We will regularly read out data from Your Lynk & Co Car to check its performance, proactively plan for maintenance and repair and ensure it is performing correctly.

## 2.5. WIFI HOTSPOT

Until the 31<sup>st</sup> December 2021, Your Care Plan comes with a Wi-Fi hotspot provided by Our service provider and governed by Our service provider's terms and conditions available on our website. You will need to accept these terms and conditions to use the WIFI hotspot. After the 31<sup>st</sup> December 2021, this service will expire, however, Our service provider may offer You the option to purchase this service at such a time.

## 3. YOUR OBLIGATIONS

Provision of the Care Plan Services to You is dependent on Your payment of the Care Plan Fee.



In addition, You as a Buyer must also undertake the following,

- Drive and take care of the Lynk & Co Car as per the owner's manual.
- Regularly check fluid levels and oil levels and if needed refill according to the owner's manual, at your own cost.
- Ensure to make Your Lynk & Co Car available for workshop appointments when scheduled for a by us agreed time.
- Inform Us at Lynk & Co as soon as possible, by contacting Engagement Centre of;
  - o any damage or fault with Your Lynk & Co Car,
  - o any need for maintenance, should You believe that Your Lynk & Co Car is in need of maintenance before the scheduled maintenance service.

#### 4. PRICE AND PAYMENT

4.1. The total price applicable to Your purchase of the Care Plan is that listed on the Purchase Form (**'Price'**). You can pay for Your Care Plan by paying a reoccurring fee (**'Care Plan Fee'**) in advance each calendar month for the Term of Your Care Plan. The Care Plan Fee will be payable on the same date each calendar month, which will be the date You received Your Lynk & Co Car (**'Billing Date'**).

You can pay in the manner presented to You when You place Your Order.

4.2. In the event that Your Lynk & Co Car reaches a mileage of 30,000 (thirty thousand) kilometres before the period of 24 (twenty-four) months has passed, You will be liable to pay to Us the total Price of the Care Plan, as presented to You on placing Your Order, at time of scheduled maintenance. This means that You will be liable to pay all outstanding Care Plan Fees to make up the total Price for Care Plan at the time of scheduled maintenance regardless of whether 24 (twenty-four) months has passed.

4.3. When You place Your Order for Your Care Plan at the same time as Your Order for the purchase of Your Lynk & Co Car, We offer the first 3 months of Care Plan free of charge.

#### 4.4. LATE PAYMENT

You are responsible to ensure that Your Care Plan Fee is paid on time. Should You not pay Your Care Plan Fee when it is due, we will send You 1 (one) reminder asking You to make such payment within the time specified in the reminder. Please make sure to follow the payment instruction in the reminder, it may differ from Your normal payment method.

If We have not received Your payment within 3 (three) working days (Monday - Friday) following the above first reminder, We will initiate a formal reminder, dunning procedures and debt collection measures, which may incur additional costs for You.

If We have not received Your payment of the Care Plan Fee 10 (ten) days after it was due, We have the right to terminate Your Contract. Should We choose to do so, You will be informed thereof by email and unless payment has been received by Us no later than 4 (four) days after the date of the Termination Letter (**'Termination Date'**) the Care Plan will be terminated as per the Termination Date.

#### 5. CARE PLAN TERM AND TERMINATION

Your Care Plan will begin on the Billing Date and continue for the Term, which, as stated in Section 1 above, is a period of 24 (twenty-four) months or 30,000 (thirty thousand) kilometres, whichever comes first. When either the period of 24 (twenty-four) months or the mileage of 30,000 (thirty thousand) kilometres is reached, the Care Plan will automatically terminate following performance of the scheduled maintenance. Any outstanding payments, if applicable, will be payable at scheduled maintenance.

You can terminate Your Care Plan at any time with 1 (one) calendar month notice (**'Notice Period'**) by informing Us of Your wish to terminate by calling the Engagement Centre on the contact details above. In this case, only the Care Plan Fee due during the notice period will be payable by You. Should You terminate Your Care Plan, You will not be freed from any of Your obligations before termination of the Care Plan and You will not have the right to have already paid Care Plan Fees returned to You.

#### 6. TERMINATION UPON CHANGE OF OWNERSHIP

Should You sell Your Lynk & Co Car, Your Care Plan will not automatically terminate. You must terminate Your Care Plan with Us according to Section 8 above. If You sell Your Lynk & Co Car which has been covered by Care Plan, the amount which has been paid by You for Care Plan before termination will remain registered with the Lynk & Co Car in question. You cannot transfer the Care Plan to another person, however, the following owner can contact Us for more information about the amount which has been paid into the Care Plan for the Lynk & Co Car and an offer to continue with the Care Plan for the Lynk & Co Car under a new contract.