

PRE-ORDER TERMS AND CONDITIONS

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Karoo Oy

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1. GENERAL INFORMATION

The following terms and conditions (“Terms”) govern the terms of Pre-Order (as defined below in Section 2) of Karoo Adventure Camper (“Product”) between the customer, who has placed the Pre-Order following these Terms (“you”), and Karoo Oy (“Karoo”, “we”, “us” or “our”).

Please read these Terms carefully before submitting your Pre-Order on Karoo’s website. By submitting your Pre-Order, you agree to be bound by these Terms.

Please note that these Terms only apply to the Pre-Order. In the event, you decide to finalize your order of the Product in the future, these Terms will not apply. The final order and following purchase of the Product will be governed by separate terms and conditions.

2. PRE-ORDER

The Pre-Order is a preliminary, non-binding pre-order of the Product (“Pre-Order”). By placing the Pre-Order, you are stating your desire to purchase the Product. You are granted a place on the reservation list of the Product if you have placed the Pre-Order by following these Terms. We will contact you when the Product is launched for sales in your country, and you are offered the opportunity to purchase the Product.

These Terms do not constitute a purchase agreement and the Pre-Order does not in any way confirm or guarantee you a right to purchase the Product.

Please note that Pre-Orders by you with an intent of commercial resale of the Product is not acceptable under these Terms. If you wish to commercially resell the Product, please contact us at orders@karoocamper.com. Pre-Orders made in order to resell the Product will be governed by separate terms and conditions. If the Pre-Order has been made with an intent of commercial resale of the Product, these Terms do not apply.

3. PLACING THE PRE-ORDER

You are able to place the Pre-Order online by using the pre-order form (“Pre-Order Form”) on Karoo’s website. Only pre-orders placed online on our website are regarded as Pre-Orders.

By placing the Pre-Order, you are accepting these Terms and you acknowledge and confirm that you have read and agreed to these Terms.

You must be at least 18 years of age to place the Pre-Order.

You must fill all the mandatory fields on the Pre-Order Form and provide accurate details and identity information.

You must pay a Pre-Order payment (see further below “Pre-Order Payment”) in order the Pre-Order to be accepted and confirmed by us.

Once you have placed the Pre-Order and finished the Pre-Order process and we have received your Pre-Order payment or we can otherwise confirm the Pre-Order payment, you will receive a receipt of your Pre-Order to confirm the Pre-Order has been received and confirmed by us (‘Pre-Order Confirmation’). Pre-Order Confirmation shall have its own reservation confirmation number. We will send the Pre-Order Confirmation to the email address provided by you.

If you do not receive the Pre-order Confirmation within twenty-four (24) hours of completing the online process, please contact us at orders@karoocamper.com.

4. PRE-ORDER PAYMENT

In order for the Pre-Order to be processed and confirmed, you must pay a refundable Pre-Order payment of hundred (100) euros (“Pre-Order Payment”).

Payment methods:

You can pay the Pre-Order Payment by using one of the payment methods, for example card payment, available when placing the Pre-Order on Karoo’s website. Stripe Payments Europe Ltd acts as an intermediary for the payment transactions.

If you don’t pay the Pre-Order Payment, your Pre-Order will automatically lapse and will not be confirmed.

In the event, you decide to place the final order by following the separate terms and conditions concerning the final order of the Product, the Pre-Order Payment shall be taken into account, i.e. the Pre-Order Payment will be deducted from the final price of the Product.

5. CANCELLATION AND REFUND

You can cancel your Pre-Order at any time and for any reason. If you wish to cancel your Pre-Order, please contact us at orders@karoo camper.com and state your desire to cancel the Pre-Order in written and clear form to us. When contacting us in order to cancel your Pre-Order, please headline your cancellation email as "Cancellation of a Pre-Order". The cancellation email is considered received by us on the date of sending, provided that you (the sender) have not received a notification of a failed email delivery.

We reserve the right to cancel your Pre-Order at any time and for any reason. If we choose to do so, we will contact you by using the contact information you have provided when placing the Pre-Order.

If the Pre-Order is cancelled by us or you, you will be refunded for the whole Pre-Order Payment. We will refund the Pre-Order Payment using the same payment method that you used for your payment, unless this is not possible, without undue delay and in any case no later than fourteen (14) days from the date when we actually received your cancellation notice or you have received our cancellation notice. If you have any problems relating to the cancellation of your Pre-Order or the refund of your Pre-Order Payment, please contact us at orders@karoo camper.com.

You are not entitled to any interest or any other increment on the Pre-Order Payment upon cancellation or refund or otherwise.

6. DISCLAIMER OF WARRANTIES

The Pre-Order is not a binding order or binding agreement to purchase the Product, and it does not grant you a right to purchase the Product or otherwise promise that the Product will be launched in your country for sale.

We reserve the right to change or modify the final Product. The actual final product might differ from the images of the Product displayed on Karoo's website.

7. YOUR REPRESENTATIONS

You represent and warrant that you are not a person, or acting on behalf of a person, designated on any sanctions list imposed by the UN, EU, UK or US.

You represent and warrant that you are not intending to resell the Product commercially.

Your Pre-Order will automatically terminate with immediate effect if these representations and warranties are or become false at any time. In such case, we shall not have any liability to compensate you whatsoever.

8. REMEDY AND LIMITATION OF LIABILITY

Your only remedy under these Terms is the refund of the Pre-Order Payment. This means that in no event shall we or any of our respective affiliates, be liable or responsible for any loss or

damage of any kind arising out of or in connection to your Pre-order (except as may be required under mandatory law), including (without limitation hereto) any failure to perform, or delay of your Pre-order.

We shall not be liable for failing to fulfill any obligation under these Terms that results from a force majeure event beyond our reasonable control. Such force majeure events may include, but are not limited to, pandemics, epidemics, acts of terrorism, war, material change in applicable law or decisions by governmental authorities, unavailability of materials, strikes, or natural or man-made disasters.

9. DATA PROTECTION

We will process your personal data that you provided to us when placing your Pre-Order. You can find more information of how we process your personal data from our [privacy notice](#).

10. OTHER TERMS

We have the right to assign or transfer our rights and obligations to another organization, but this will not affect your rights or our obligations under these Terms. In the event of such change, we will notify you in writing and/or on our website.

11. AMENDMENTS

We reserve the right to update and modify these Terms if it is necessary, for example, in case of changes in relevant legislation or changes in the way we operate our business. We will notify you of these updates or modifications. In such an event, you shall have the right to cancel your Pre-Order as provided in Section 5 of these Terms.

12. APPLICABLE LAW AND VENUE

These Terms shall be governed by Finnish law, without regard to its conflict of law provisions.

We primarily try to negotiate possible disagreements with you in good faith.

If you are a consumer-customer:

Disputes arising out of or relating to these Terms shall be resolved by the competent courts of your domicile.

You also have the option of using the online dispute resolution forum maintained by the European Commission on <https://ec.europa.eu/consumers/odr/>, if you are a consumer-customer from EU. You shall also have the right to bring the disagreements arising from these Terms to the attention of consumer counseling or the dispute to be resolved by the consumer dispute board or other corresponding out-of-court institution in your domicile, such as the Finnish Consumer Disputes Board in Finland.

Non-consumer-customers:

Any dispute arising out of or relating to these Terms shall be finally settled in arbitration by one (1) arbitrator in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitral proceedings shall be conducted in Jyväskylä in the Finnish language.