

KAROO ADVENTURE CAMPER

PRE-ORDER TERMS AND CONDITIONS

1. GENERAL INFORMATION

These Pre-Order Terms and Conditions ("Terms") govern and apply to Pre-Order (as defined below in Section 2) of Karoo Adventure Camper ("Product") between Karoo Oy, a limited liability company established in Finland (business ID FI31786536), or any of its affiliates, subsidiaries, or successors to which it may transfer its rights) ("Karoo", "we", "us" or "our") and the customer ("you"), who has placed the Pre-Order on our website at www.karoocamper.com ("Website") by following the instructions on the Website and these Terms.

Our contact information can be found at: <https://www.karoocamper.com/contact/>.

Please read these Terms carefully before submitting your Pre-Order on the Website. By submitting your Pre-Order through the Website and by confirming your acceptance of these Terms, you agree to be bound by these Terms.

Please note that these Terms do not restrict any rights you may have under statutory consumer rights legislation in your country. Please also note that certain additional and/or different terms may apply if you place your Pre-Order from outside of the region of the European Union and the European Economic Area. If you have any questions, regarding your possibility to place a Pre-Order from a third country, please contact us at orders@karoocamper.com.

Please note that if you have placed a prior pre-order (pre-reservation) which has entitled you with a place on the reservation list, these Terms shall prevail the prior terms and these Terms shall govern your Pre-Order after placing it following the instructions on the Website and these Terms. However, you will retain any benefits granted under the pre-reservation terms, such as extended warranty period.

Please note that the final purchase order of the Product ("Final Purchase Order") will be governed by separate Terms and Conditions (see further the Section 7 of these Terms).

2. PRE-ORDER

The Pre-Order is a preliminary pre-order of the Product ("Pre-Order"). By placing the Pre-Order, you are placing a purchase order of the Product that you have configured

yourself through the Website. The Pre-Order shall be binding i.e. by placing the Pre-Order you undertake to finalise your purchase of the Product after we have confirmed the production of your Product and delivery to your country.

To make a valid Pre-Order, you must complete all the steps on the Website during the Pre-Order Process. You are able to customize the Product by making choices concerning the Product by using the configuration tool on the Website. After you have made all the configurations and choices available, you are provided with a summary and detailed list of your Product that includes the details of your Pre-Order. The details and the information you provide during the Pre-Order Process, shall become integral part of the Pre-Order together with these Terms.

Please note that Pre-Order(-s) by you with an intent of commercial resale of the Product is not acceptable under these Terms (see further Section 10 of these Terms). If you wish to commercially resell the Product, please contact us by using the contact form found from the Website (<https://www.karoodcamper.com/contact/>) or by contacting us at orders@karoodcamper.com. Pre-Order(-s) made in order to resell the Product will be governed by separate terms and conditions.

3. PLACING THE PRE-ORDER

You are able to place the Pre-Order online by using the configuration tool to customize your Product and by filling in the pre-order form on the Website ("Pre-Order Process"). Only pre-orders placed online through our Website are regarded as Pre-Orders.

By placing the Pre-Order, you acknowledge and confirm that you have read these Terms, and you are accepting that a binding agreement is formed between you and Karoo.

You must be at least 18 years of age to place the Pre-Order. In addition, you must have full legal capacity and not be under guardianship of any sort.

You must fill all the mandatory fields during the Pre-Order Process 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.

Note to customers who have made pre-reservation and have a place on the Karoo Adventure Camper reservation list: in the event you have made a prior pre-reservation with a 100-euro pre-reservation payment, please provide the discount voucher code provided to you by us during the Pre-Order Process in order to get 100 euro deduction to your Pre-Order Payment.

Once you have finished the Pre-Order Process and placed your Pre-Order 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. PRODUCT AVAILABILITY, DETAILS AND DELIVERY ESTIMATE

By placing your Pre-Order you acknowledge and understand that the Product is not yet released and launched for (serial) production which means that the Product and its features may be subject to changes/modifications before the release date / production. Your final Product might differ from the images of the Product displayed on the configuration tool and on the Website.

We reserve the right to make non-substantial changes and/or modification to your final Product also after confirmation of your Pre-Order.

When placing the Pre-Order, you are presented with an estimated approximate (monthly/quarterly) time for the delivery of your Product, which may be subject to change. The estimated approximate time for delivery depends on the time we are able to launch the production of the Product and deliveries to your country. We will keep you up-to-date and notify you of any changes to the estimated approximate delivery time of your Product.

Please note that the sale and distribution of the Product will initially be launched in three countries: Finland, Germany and Norway ("Countries"). In addition, please note that initially the maintenance support and service network of the Product will be provided only in the Countries. If you place your Pre-Order from any other country than from the listed Countries, you acknowledge that we may not be able to deliver the Product to your country and thus we may cancel your Pre-Order at any time. Please also note that by placing your Pre-Order from any other country than from the listed Countries, you acknowledge that you may not have access to our maintenance support and service partners in your country.

We reserve the right to confirm or cancel your Pre-Order at any time and for any reason before acceptance of the Final Purchase Order.

5. PRICING

The final purchase price of your Product ("Purchase Price") shall be contingent on the choices you have made with the configuration tool during the Pre-Order Process. The Purchase Price shall include value added tax (as applicable from time to time in the country of destination). If you order the Product to one of the Countries, the Purchase Price shall also include all the delivery and shipping costs concerning the delivery of

your Product. However, the Purchase Price shall not include any other charges possible applicable, such as duties, customs and [fees](#).

Please note that the informed delivery and shipping costs are contingent on the country of destination. If you place the Pre-Order from a country that is not listed as belonging to the Countries, we reserve the right to charge extra delivery and/or shipping fees from you depending on the country of destination.

6. PRE-ORDER PAYMENT

In order for the Pre-Order to be processed and confirmed, you must pay a Pre-Order payment of one thousand (1000) euros ("Pre-Order Payment"). The Pre-Order Payment includes value added tax (as applicable from time to time in the country of destination).

Note to customers who have made pre-reservation and have a place on the Karoo Adventure Camper reservation list: in the event you have made a prior pre-reservation with a 100-euro pre-reservation payment, this previous pre-order payment shall be taken into account, i.e. you are presented with 100-euro discount voucher that you can use when placing the Pre-Order. This voucher will be delivered to the email address you have provided when placing the prior pre-reservation.

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 the Website. [Stripe Payments Europe Ltd](#) acts as an intermediary for the payment transactions, and it is marked as the recipient of the payment.

After we have received your Pre-Order Payment or we can otherwise confirm the Pre-Order Payment, you will receive Pre-Order Confirmation to the email address you have provided during the Pre-Order Process.

In the event, you decide to place the Final Purchase Order by following and agreeing to the Purchase Order Agreement provided to you, the Pre-Order Payment (including value added tax, if applicable) shall be taken into account when it is time to finalize your order, i.e. the Pre-Order Payment will be deducted from the Purchase Price.

7. FINAL PURCHASE ORDER

When we are able to confirm the production of your Product and its delivery to your country or to a location nearest to your country, we will contact you and provide you with:

- I) Information how to finalize your Pre-Order i.e. how to place binding Final Purchase Order;

- II) Details concerning the payment and payment options of the Purchase Price;
- III) Details concerning the estimated time and place of the delivery of your Product;
- IV) The Terms and Conditions of your Final Purchase Order, i.e. the Purchase Order Agreement and **Warranty Terms** ("Purchase Order Agreement"). In order that your Final Purchase Order is confirmed by us, you must accept and agree to the terms of the Purchase Order Agreement and depending of your choice pay the full Purchase Price or the first agreed instalment of the Purchase Price by using one of the payment options offered to you at that time.

We reserve the right to choose not to enter into the Purchase Order Agreement with you for any valid reason such as in the event that we are not able to deliver the Product to your country due to regulatory issues or unexpected events.

8. CANCELLATION AND REFUND

You have the right to cancel your Pre-Order before the placement of the Final Purchase Order and before agreeing to the terms of the Purchase Order Agreement. If you cancel your Pre-Order or choose not to finalize your Pre-Order, you will lose your place on the reservation list and will lose the benefits possibly offered to you when placing the Pre-Order or prior pre-reservation, such as extended warranty period.

If you wish to cancel your Pre-Order, please contact us at orders@karoocamper.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 before the placement of the Final Purchase Order, 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@karoocamper.com.

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

However, the Pre-Order Payment is not refunded after you have placed the Final Purchase Order and agreed to the terms of the Purchase Order Agreement.

9. DISCLAIMER OF WARRANTIES

The Pre-Order does not grant you a right to ultimately purchase the Product or otherwise promise that the Product will be launched in your country for sale.

10. 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 do not reside in a country that is subject to any EU or US sanctions or government embargo, or in a country that has been designated a “terrorist supporting country” by the US Government.

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

You represent and warrant that the information provided by you are correct and up-to-date.

You represent and warrant that the billing address and the delivery address you provide for the Product are located in the same country.

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.

We also reserve the right to cancel your Pre-Order and/or your Final Purchase Order and/or refuse to deliver the final Product at any time upon our discretion if we have reasonable grounds to suspect that you are in breach of these representations and warranties given by you.

11. 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 fulfil 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.

12. 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](#).

13. 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.

14. 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 8 of these Terms.

15. 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 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.

These Terms do not limit or restrict your consumer protection rights based on statutory legislation in your country.

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 Helsinki in the English language.