



Terms and Conditions

Valid as of 15. 1. 2019

1. Preamble

These *Terms and Conditions* apply to the Pegasos Vehicles website, which can be accessed under the domain name www.pegasos-vehicles.com, further referred to as *our website*.

It is your responsibility to comply with your local laws when visiting our website, e.g. if your local law allows access to a website located in Austria and/or if it allows to place orders on such a website.

By using our website you agree to these *Terms and Conditions*.

2. Content and Functionality

All content and functionality on our website has been produced and compiled with great care but we do not guarantee that our website is free of errors. We can not be held liable for any negative effects such errors might cause on your side or at third parties.

2.1. Property Rights

All content of our website (e.g. text, graphics and/or animations) including - but not limited to - the design, structure and/or also the underlying software code is owned by the legal entity *DI Werner Holzer* and protected by trademark laws, copyright laws and other rights for the protection of intellectual property.

You, as user of our website, must not copy, reproduce, modify, translate and/or distribute the content of our website in full or in part for any commercial purpose without prior written consent of *DI Werner Holzer*.

2.2. Availability

We may partially and/or fully change any content and/or functionality of our website at any time and without notice and we are furthermore entitled to discontinue the operation of our website at any time and without notice.

We do not guarantee the uninterrupted availability of our website.

3. Purpose of Use

All content and functionality on our website is made available exclusively for the purpose of information for interested parties (e.g. customers, potential employees and/or investors), for providing a means of contact to us

for such interested parties, as well as for selling our products once they are ready for sale.

You may only use our website for the purposes mentioned above and moreover you are of course not allowed to use our website for any unlawful purposes. This in particular includes that you do

- not use or website in such a way as to infringe our rights and/or the rights of others, e.g. by entering, uploading and/or sending hyperlinks and/or content for which you do not have proper rights and/or which are unlawful per se.
- not use any device, mechanism and/or software that may disrupt and/or interfere the functioning of our website and/or other components in our network (e.g. by uploading files infected with viruses) and/or that may cause an unreasonable and/or excessive load on the infrastructure of our website.
- not access and/or attempt to access our website and/or any other infrastructure directly connected to our website without proper authorisation (e.g. by hacking or other illegitimate means).
- not make any unauthorised, false and/or fraudulent orders and/or payments (e.g. by presenting false or missused user data and/or using money which you are not entitled to use).

We are entitled to take any action against such violations of these *Terms and Conditions*, including - but not limited to - deleting any unlawful data and/or taking legal actions.

You agree to compensate for any costs and/or other negative effects arising from such violations caused by you, including our own costs, costs on your side, as well as costs at affected/involved third parties. You further agree that you do not have any rights on any potential positive effects any such violation might generate.

4. Ordering and paying Products

4.1. Vehicles

On our website you will find pictures and information about our vehicles, but presently all those pictures and information do only reflect the first state of development, i.e. the pictures and information are not of actual existing vehicles. Also the actual final shape and details may differ from the ones given on our website. In the present state of our business development we can not guarantee that those vehicles will be like presented on our website and we not even can guarantee that we will ever be able to build those vehicles at all.

As a consequence we do not accept orders/pre-orders and/or payments for those vehicles at the moment.

4.2. Virtual Products

With the term *Virtual Product* we denote a representation for some entity, e.g. for some service provided by us or for some request made by you. By handling such different entities as *Virtual Products* we can offer you the convenient possibility to collect different kinds of entities (e.g. services or requests)



within an usual shopping process and we are able to then process them just like real products.

In the following sections the specific terms and conditions which apply to our presently offered *Virtual Products* are set forth.

4.2.1. Voluntary Payment (Donation)

A *Voluntary Payment* (Donation) is a payment that you pay out of your goodwill, without expecting any benefit and which will never be refunded.

With voluntarily paying some amount you explicitly agree that this whole amount is ours once the paid amount is on our bank account and that you then no longer have any rights with respect to this amount.

Potential benefit

Because voluntary payments are a kind of payment with usually (almost) no benefit for the voluntary payer, and hence a kind of payment that is not very popular, we offer the following potential benefit - i.e. a benefit that is highly dependent on our further business development and which could therefore result in no benefit at all - in hope to encourage more voluntary payers and/or higher voluntary payments:

Every voluntary payer who buys one of our vehicles - once they are available - will receive a discount for such a vehicle which is twice the voluntarily paid amount, as given on the respective receipt. This means that by voluntarily paying e.g. € 100 the donator will get € 200 off the then effective price of the vehicle.

Hereby the following conditions apply:

- Every receipt related to a *Voluntary Payment* qualifies for a discount for only one vehicle, i.e. a discount granted because of a *Voluntary Payment* is not to be split over several vehicles.
- Every receipt related to a *Voluntary Payment* qualifies for a cumulated discount per vehicle, i.e. if e.g. a donator again voluntarily pays at a later point in time he will get a cumulated discount for the vehicle if he explicitly wants to cumulate the amounts.
- The maximum discounted amount per vehicle resulting from receipts related to *Voluntary Payments* is € 10.000, i.e. voluntarily paying more than € 5.000 will never qualify for a discount higher than € 10.000 (this furthermore means that every voluntarily paid amount exceeding € 10.000 will in any case be a loss for the voluntary payer).

Because *Voluntary Payments* will never be refunded this means that, in the worst case - which is that we will never be able to build our vehicles (e.g. if our business will not be sufficiently funded) - the donator will never get a benefit through such a discount and the voluntarily paid amount will therefore be a complete loss for the voluntary payer.

Additionally if, for any reason, a match between your order and your subsequent *Voluntary Payment* will not be possible for us, we will not be able to issue an

according receipt and hence this voluntarily paid amount does not qualify for a discount like described above. As a consequence every such receiptless voluntary payment is a definite loss for the voluntary payer.

Important In order to prevent that we are not able to issue an according receipt we highly recommend to always present the order confirmation number on the bank transfer and that you always pay within one month (please see our *Privacy Policy* on the reason for this) after you have received the order confirmation.
Remark: If you are not able to pay within one month we recommend to not pay at all but rather place a new order instead (then you again have one month for paying the amount)

5. Miscellaneous

If you, as an user of our website, submit any ideas or suggestions (e.g. with respect to our website, our products or our company) you implicitly confirm that you have the right to submit these ideas/suggestions (otherwise it would be against *3. Purpose of Use*) and you furthermore agree that we may use these ideas/suggestions in whichever way we want and without any compensation to you and/or to any third party.

It is agreed that Austrian law applies, with the exception of the reference norms of the international privacy law.

It is agreed that the place of jurisdiction in all matters regarding these *Terms and Conditions* will be Vienna, Austria.

6. Changes to these Terms and Conditions

We reserve the right to change these *Terms and Conditions* at any time and without notice, taking into account changes to legislation and/or for reflecting changes to our products, services or business as a whole.

Such updated *Terms and Conditions* will be effective immediately upon publication on our website.