

Terms & Conditions (Sales Terms)

These Terms & Conditions (“Sales Terms”) govern the sale of goods and related services by **SKRYNNIK IMPORT & EXPORT DOO**, Trg Božane Vučinić 10/1, 81000 Podgorica, Montenegro, e-mail: info@siemoto.me, telephone: **+382 68 094 929**, through the website siemoto.me (the “Seller”).

These Sales Terms apply only to contracts concluded with consumers, unless expressly stated otherwise.

By placing an order, the customer (the “Buyer”) confirms that they have read, understood and accepted these Sales Terms and the related policies referenced herein. Mandatory consumer rights under applicable law remain unaffected.

Definitions

For the purposes of these Sales Terms:

“**Contract**” means the consumer sales contract concluded between the Buyer and the Seller for the purchase of goods and/or, where applicable, related services. The Contract consists of the Buyer’s order, the Seller’s acceptance or Order Confirmation on a durable medium, these Sales Terms, and the related legal policies and documents expressly incorporated by reference.

“**Order Confirmation**” means the Seller’s acceptance notice, confirmation e-mail, Pro Forma Invoice confirming acceptance, or other confirmation of acceptance sent to the Buyer on a durable medium.

“**Pro Forma Invoice**” means a non-fiscal pre-payment document issued by the Seller to facilitate payment before the final Invoice is issued. A Pro Forma Invoice does not by itself replace the Contract, these Sales Terms, or the Order Confirmation.

“**Invoice**” means the billing, fiscal and documentary record issued by the Seller after payment and/or fiscalisation for the goods sold and/or services provided.

1. Scope of Application

These Sales Terms apply to:

- the sale of scooters;
- the sale of accessories, spare parts and consumables;
- related services, where applicable.

These Sales Terms shall be read together with, and form part of, the following website policies and documents:

- Payment & Invoicing
- Delivery & Transport Tariffs
- Conformity & Claims
- Commercial Warranty Terms
- Right of Withdrawal (14 Days)
- Withdrawal Form (14 Days)
- Privacy Policy
- Cookie Policy

2. Trader Identification and Contact Details

The Seller's details are as follows:

SKRYNNIK IMPORT & EXPORT DOO

Trg Božane Vučinić 10/1

81000 Podgorica

Montenegro

E-mail: info@siemoto.me

Telephone: **+382 68 094 929**

Website: siemoto.me

Unless expressly stated otherwise, the Buyer may address complaints, requests and other consumer communications to the Seller using the contact details above.

3. Product Information

The main characteristics of each product are shown on the relevant product page.

Product descriptions, photographs, illustrations and technical specifications are provided for information purposes. Minor differences in appearance, finish, packaging or non-essential components may occur, provided that such differences do not affect safety, conformity, intended use or essential functionality of the product.

Where a scooter is offered for sale, the Seller provides the Buyer, upon handover, with the documentation required under the applicable legal regime for lawful registration and use of the vehicle in Montenegro.

4. Prices

All prices are stated in **EUR** and include applicable taxes, unless explicitly stated otherwise.

The total price payable by the Buyer is shown before the order is placed. If, due to the nature of a product or service, the final price cannot reasonably be calculated in advance, the method for calculating the price shall be stated.

Additional delivery or other charges, where applicable, are stated separately before the order is placed.

5. Orders and Conclusion of Contract

The presentation of goods and services on the website does not in itself constitute a binding offer by the Seller.

An order placed by the Buyer constitutes an offer to conclude a Contract.

Before submitting the order, the Buyer is given the opportunity to review the selected goods or services, the total price, delivery options, accepted payment methods and any relevant delivery limitations.

The Contract is concluded only when the Seller accepts the Buyer's order and sends the Buyer an Order Confirmation on a durable medium.

Any Invoice issued by the Seller forms part of the contractual documentation, but does not by itself replace these Sales Terms, the Order Confirmation, or the Contract as a whole.

If the order is placed electronically, the order button or equivalent website function must be understood as creating an obligation to pay.

6. Payment

Unless otherwise expressly agreed in writing:

- payment must be made in advance in the amount of **100%** of the relevant order value; and
- payment methods and invoicing logic are described in the **Payment & Invoicing** policy.

The Seller may refuse or cancel an order if payment is not received, cannot be verified, or is otherwise not properly completed.

Where applicable, the Seller issues a **Pro Forma Invoice** before payment and the final **Invoice** after payment and/or fiscalisation.

For the scooter sale, the Seller issues a **Pro Forma Invoice** for the scooter before payment. The final **Invoice** for the scooter is issued only after payment and/or fiscalisation.

If the Buyer separately orders a scooter delivery service, that service is **separately priced, separately ordered and separately paid**. Where applicable, the Seller may issue a **separate Pro Forma Invoice** and a **separate final Invoice** for the scooter delivery service, in accordance with the Seller's invoicing process.

If the Buyer separately contracts the optional **3rd-year warranty for engine and electronics**, that warranty is **priced separately** and shown as a **separate item** in the Seller's payment and invoicing documentation.

The **Invoice** may be issued together with the **Order Confirmation** or separately, depending on the nature of the transaction and the applicable invoicing process.

7. Delivery and Handover

7.1 Scooters

The contractual place of handover for scooters is:

designated local pickup / handover location in Đenovići, Herceg Novi, Montenegro

Scooters are made available to the Buyer at the contractual place of handover stated above.

A scooter delivery service is **not included** in the scooter sale by default.

If the Buyer separately orders a scooter delivery service, such delivery is provided as a **separate paid service** under the Seller's separate delivery terms.

A separately ordered scooter delivery service is **separately priced** and may be **separately billed**. It does not, by itself, alter the contractual structure of the scooter sale.

However, mandatory consumer protection rules on delivery, handover and transfer of risk remain fully applicable.

7.2 Non-scooter goods

Accessories, spare parts, consumables and other non-scooter goods are delivered within Montenegro as stated on the relevant product page or in the applicable shipping information.

Unless explicitly stated otherwise, such goods may be sent by the postal operator or another suitable carrier.

8. Transfer of Risk

Risk of accidental loss of or damage to the goods passes to the Buyer in accordance with mandatory applicable law.

Nothing in these Sales Terms shall be interpreted as excluding or limiting the Buyer's statutory rights regarding delivery, handover or transfer of risk.

9. Right of Withdrawal

The Buyer has the statutory right to withdraw from a distance contract or an off-premises contract where and to the extent provided by applicable law.

The conditions, procedure, exclusions, effects of withdrawal, return obligations, return costs and the consequences of handling beyond what is necessary to inspect the goods are set out in:

- **Right of Withdrawal (14 Days);** and
- **Withdrawal Form (14 Days).**

Where a separately contracted vehicle delivery service is agreed for a specific date or within a specific period, the statutory right of withdrawal may not apply to that separate service where this follows from mandatory law.

10. Statutory Conformity Rights and Separate Commercial Warranties

The Buyer is entitled to the Seller's statutory liability for conformity of the goods in accordance with applicable consumer protection law in Montenegro.

The existence, scope and exercise of statutory conformity rights depend on the type of goods, the nature of the defect or non-conformity, and the applicable legal rules.

In addition to the Buyer's statutory conformity rights, the Seller may expressly offer separate **commercial warranties** for scooters.

Where expressly stated by the Seller, the following separate commercial warranties may apply to a new scooter purchased from the Seller:

- **5-year commercial warranty on the frame**, included with the purchase of the scooter; and/or
- **optional 3rd-year warranty for engine and electronics**, contracted separately for an additional charge.

The existence, scope, exclusions, conditions and method of exercising such separate commercial warranties are governed exclusively by the Seller's separate **Commercial Warranty Terms**.

Separate commercial warranties do **not** limit, replace or exclude the Buyer's statutory conformity rights.

Further information on statutory conformity rights, complaint handling and separate commercial warranties is set out in:

- **Conformity & Claims;** and
- **Commercial Warranty Terms.**

11. Complaints

The Buyer has the right to submit a complaint concerning non-conformity of the goods, any commercial warranty if offered, the Invoice, or other consumer matters, in accordance with applicable law.

Complaints may be submitted:

- by e-mail to info@siemoto.me; or

- in writing to: **SKRYNNIK IMPORT & EXPORT DOO, Trg Božane Vučinić 10/1, 81000 Podgorica, Montenegro.**

The Seller shall handle complaints in accordance with applicable consumer protection rules.

12. Confirmation on a Durable Medium

After conclusion of a distance contract, the Seller shall provide the Buyer with confirmation of the concluded Contract on a durable medium, no later than at the time of delivery of the goods or at the start of the service, as required by applicable law.

That confirmation may be provided by e-mail or by another durable medium permitted by law.

13. Limitation of Liability

The Seller shall not be liable for defects, damage or loss resulting from:

- improper use, improper handling or use contrary to instructions;
- unauthorized modifications, alterations or repairs;
- normal wear and tear;
- external causes arising after lawful handover of the goods to the Buyer, except where mandatory law provides otherwise.

Nothing in these Sales Terms excludes or limits any mandatory statutory rights of the Buyer.

14. Applicable Law and Dispute Rules

These Sales Terms are governed by the laws of Montenegro.

Mandatory provisions of Montenegrin consumer protection law shall prevail in all cases.

Any contractual clause shall be interpreted in a manner consistent with mandatory consumer protection rules applicable in Montenegro.

15. Language

These Sales Terms and related policies may be made available in more than one language for convenience.

The Montenegrin version prevails.

Any English version is provided for convenience only and does not replace the controlling Montenegrin text.

16. Website Structure and Related Compliance

These Sales Terms form part of the Seller's consumer information framework and must be read together with the related policies and forms referenced above.

Before placing an order, the Buyer is informed of:

- the main characteristics of the goods or services;
- the identity and contact details of the Seller;
- the total price;
- any additional costs;

- delivery limitations, where applicable;
- accepted payment methods; and
- the existence and conditions of the statutory right of withdrawal, where applicable.