



Reservation Agreement

European Motor Distributors Limited and trading as Volkswagen and as agent for the dealership (Dealer) you have nominated in the vehicle reservation online form ("Vehicle Reservation") is offering you the opportunity to reserve a vehicle ("Vehicle") from Volkswagen (as agent for the Dealer) as you have indicated in the Vehicle Reservation.

This Reservation Agreement sets out the terms and conditions between you and Volkswagen acting as agent for Dealer.

A. *Acceptance of this Reservation Agreement*

By clicking '*I agree to the Reservation Agreement*', you acknowledge that you have read, understood and accept the terms and conditions of this Reservation Agreement, authorise the refundable reservation fee indicated to be immediately processed and (subject to the terms in this Reservation Agreement) consent to sign the Vehicle Offer and Sale Agreement ("VOSA") electronically (or otherwise) and return the signed copy to the Dealer within 3 working days of receipt.

B. *Consent to use of your Personal Information*

By completing this Vehicle Reservation, you accept and consent to your personal information being collected, used, held and disclosed in accordance with the Giltrap Group privacy policy available at <https://www.volkswagen.co.nz/en/privacy-disclaimers.html> (the "Privacy Policy") without qualification. If you require any assistance locating the Privacy Policy or you would like to be provided with a copy, please contact Jarrod Ho at jaho@europeanmotors.co.nz.

1. **Vehicle (for vehicles shown on website)**

- 1.1. Pricing includes 15% GST. Pricing does not include on-road costs unless the price is stated as 'Driveaway price'. The pricing is an estimate only. It also excludes any other taxes and government rebates and fees which may be applicable at the relevant time (such as any clean car rebates and fees).
- 1.2. On-road costs include all pre-delivery costs, 12 months of registration, and a full battery charge for Electric Vehicles (including Hybrids). On-road costs are subject to change without notice.
- 1.3. The information shown on this Vehicle Reservation (including the Vehicle's price estimate) is based on information which is available and current at the time of this Vehicle Reservation which may be subject to change without notice. Design, colour, specification, price, production, and delivery date of the Vehicle also may be subject to change without notice.
- 1.4. The delivery date shown in this Vehicle Reservation is an estimate. We do not guarantee the actual delivery date of the Vehicle. Your actual delivery date is dependent on many factors, including the Vehicle's configuration, the availability of production, as well as international and local shipping. The Dealer will provide you with further updates on the estimated delivery date.
- 1.5. Other or different options, features or hardware released after this Vehicle Reservation may not be included in or available for the Vehicle.

2. **Vehicle (where vehicle production and availability is presently unknown)**

- 2.1. This part applies where you wish to reserve a Volkswagen model which is not as yet available.

- 2.2. You acknowledge that:
 - a. The Vehicle model's production and availability numbers are presently unknown.
 - b. The Vehicle model may never become available and therefore there is no promise of availability.
 - c. You will be placed in order of priority with others who may have reserved the same model.

3. Reservation

- 3.1. You can only reserve one vehicle. If you wish to reserve 2 or more vehicles, please contact the Dealer.
- 3.2. By reserving the Vehicle, you are expressing interest in the Vehicle. Payment of a reservation fee shows your intention to enter a VOSA for the Vehicle with the Dealer. You should also refer to paragraphs 3.7 and 3.9 below regarding cancellation.
- 3.3. To reserve the Vehicle, a reservation fee (as specified in this Vehicle Reservation) is required from you. The reservation fee will be initially paid to Volkswagen (as an agent of the Dealer) and then passed directly on to the Dealer, who will then hold the reservation fee as a stakeholder. The Dealer will not hold a beneficial interest in the reservation fee.
- 3.4. Payment by you of the reservation fee does not guarantee that the Vehicle will be supplied to you for whatever reason. This may be because production may have ceased in relation to the Vehicle or there is limited supply. It does however ensure your position as a customer for the Vehicle in order of priority.
- 3.5. Upon confirmation of receipt of the reservation fee in cleared funds, we will pass your details to the Dealer, who will contact you within 3 working days of receipt of the reservation fee to complete and sign the VOSA.
- 3.6. The reservation fee will be applied towards the total purchase price of the Vehicle as referred to in the VOSA.
- 3.7. You can cancel this Vehicle Reservation at any time and have your reservation fee refunded (in full) by the Dealer provided you have not already signed the VOSA. You should note however that if you have signed the VOSA you may have other rights of cancellation at law and/or under the VOSA.
- 3.8. Unless otherwise stated, if you cancel this Vehicle Reservation, it is your responsibility to request a refund of the reservation fee directly from the Dealer. Please allow up to 7 working days for your refund to be processed. Contact details for the Dealer can be found in your Vehicle Reservation confirmation email [or on our website here](#).
- 3.9. This Vehicle Reservation may be cancelled by the Dealer or Volkswagen (acting as agent for Dealer) and the reservation fee will then be refunded to you in full in accordance with paragraph 3.8, if:
 - a. When contacted by the Dealer, you do not sign the VOSA for the Vehicle within 3 working days of receiving the VOSA.
 - b. For the purposes of paragraph 2.2(b), it is clear that the Vehicle will not become available.
 - c. The Vehicle cannot be supplied to you for any reason referred to in paragraph 3.4.
- 3.10. You cannot assign or transfer this Vehicle Reservation to someone else and you cannot nominate another person to enter into the VOSA.
- 3.11. By reserving the Vehicle, you confirm that the credit card used to pay the reservation fee is registered to you and/or you are authorised to use that credit card.

- 3.12. A copy of this Reservation Agreement (including the Vehicle details and confirmation of your payment of the reservation fee) will be emailed to you, using the email address you have provided.
- 3.13. Volkswagen (as agent for the Dealer) reserves the right to substitute a newer model year Vehicle if the Vehicle becomes unavailable. This may also result in a price increase.
- 3.14. You should note the VOSA may contain provisions which include:
 - a. Price increases and any rights you might have to cancel.
 - b. Stock levels of the Vehicle.
 - c. Changes to the specifications to the Vehicle.

Therefore, it is important that you read and understand the terms and conditions contained in the VOSA before you sign the VOSA.

- 3.15. To the extent any term of this Reservation Agreement is inconsistent with any term of the VOSA, the terms of the VOSA shall prevail over any such inconsistent term.