

Cash Purchase Payment & Pricing

Payment of Deposit and Full Payment for purchases of Zbee

Payment of Deposit for a Zbee consists of payment of R5 000 (USD\$350). The Zbee will be delivered when the full payment from the customer has been received by Green Scooter.

Cancellation Period of Payment of Deposit

You as a buyer has the right to cancel the deposit of a Zbee and be refunded in the same currency as paid by the contacting sales@greenscooterza.com within 14 working days after the date of payment of the deposit. Full payment consists of the deposit consisting of R5 000 (five thousand Rands) or US\$350 (three hundred and fifty American Dollars) and the Final Payment balancing the set price of the Zbee(s) in the same currency.

Green Scooter will contact you when the Final Payment shall be paid and the Zbee is ready for delivery.

Transfer of the deposit: The Deposit can be transferred to another person if a written message from the buyer is delivered to Green Scooter and has been approved for transfer. Green Scooter needs to accept this in writing and full information of the new buyer has to be given to Green Scooter.

Registration/Subscription

When paying the Reservation Fee for the Zbee, you will be required to provide certain information, such as your address and billing information. It is your responsibility that all such information is accurate and you shall ensure that such information is kept current. Scooter shall have no responsibility of liability for inaccurate information that later becomes outdated, and shall have no obligation to make efforts to determine the correct contact or shipping information.

You can update your information at anytime prior to your product being shipped by sending an email to admin@greenscooterza.com.

Directors:

Fezile Dhlamini

Non-Executive Director

Lerato Kapari

Oversubscription of Zbees

Scooter may decline your Reservation Fee payment to avoid oversubscription of Zbees. If your Reservation Fee is declined, you will be notified and your deposit will be refunded in the same currency as paid. The Customer acknowledges that he or she is at least 18 years old and eligible to enter into a legal contract with Green Scooter.

Payment & Pricing

Accepted payment methods are by VISA, Mastercard, PayPal and Bitcoin (as from 2020). The full amount is charged with dispatching the item. Price shall be displayed in South Africa Rands (ZAR) and change according the country in which the item is being delivered to/from. Delivery of the item is rated on variables which are disclosed to the buyer.

Delivery/Purchase to a South African country shall be paid in South African Rands and will include VAT, if purchased by countries such as Lesotho, Swaziland, Zimbabwe, Mozambique, Botswana & Namibia, it will be Zero-Rated. Delivery/Purchase to any country outside of South Africa will not include VAT and will be sold in US\$ (American Dollars). The price in USD is excluding local taxes, customs or other related costs. Delivery/purchase to all other countries but the above mentioned should be paid in US\$ (Dollars). For all these other countries the Price is excluding local taxes, customs or other related costs.

Payment & Pricing

Scooter intends on launching secured and unsecured lending for vehicle asset finance with registered Financial Institutions who are registered Financial Services Provider and are further registered with the FSCA. The agreement to obtaining vehicle asset finance will stand between the buyer and financing institution. Scooter is merely a conduit between the financing institution and the buyer who wishes to purchase a Zbee(s).

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Shipping and Delivery

Shipping the Zbee

Green Scooter will keep the customer updated on preliminary date of shipping and send a notification when a Zbee is ready to be shipped out. Shipping terms of the Zbee is Ex-Works and Free On Board at the discretion of the seller (Scooter).

Shipping products other than the Zbee

Shipping the orders other than the Zbee takes three business days after the payment clearance and availability of stock confirmed, otherwise lead-time will be provided to the buyer. The operation is on weekdays except on Public Holidays. A preliminary confirmation is always sent after placing an order. Final confirmation is sent after shipping the package with directions on tracking and collecting your package. This can be further discussed with the sales agent or forward shipping company - depending on the terms selected.

All Zbee deliveries will be made with ground travel if not, Ocean Freight. The buyer has the option to select Air Freight as a third option. The customer will be liable to pay for those fees as it is ExWorks, the same applies for Free On Board. The delivery address should match the order address so it can be delivered to the correct address, in the event it is FOB.

Uncollected Items

No refunding of shipping costs for failed collection of items. Storage costs post shipping of the unit/s sold will be the responsibility of the buyer to take care of.

Track your order

Green Scooter is temporarily available to have tracking information automatically emailed for your order. Please email admin@greenscooterza.com for tracking information. Further to that, you may contact your freight forwarding company.

Priority of Zbee delivered

If Final Payment has been received at the same time as another buyer has paid his or hers final payment, the buyer that paid his or hers Reservation Fee first is considered first of the two and will be prioritised in the delivery of the Zbee.

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Disclaimer

At times, there may be a deficit of stock at the time client places an order at GreenScooterza.com website. During such times we try to contact our client by email. There is a time when there are inaccuracies or other errors concerning the content of the website GreenScooterza.com. Green Scooter, therefore, doesn't warranty this uncertainty caused by such errors. Moreover, Scooter cannot guarantee that all content is updated since they can be altered at any time.

Errors are prone to occur, but Scooter tries its level best to display free of error texts, images, as well as prices in the site and web shop. When a client feels that he/she have been wrongly charged, there is an option to place another correctly priced order or cancel the pending order. If the communication between client and us is not able to go through, the request may be automatically be withdrawn.

Disclaimer & Limitation of Liability

The Zbee can be hazardous to operate without adequate training, as we care for your safety, please note that:

- All riders should ride well within the limits of their abilities, never beyond them;
- Our scooters are recommended for those aged 16 years and older;
- We recommend that new riders take a relevant training course,
 - Scooter is willing to connect new riders with available training course;
- Make sure that you ride on Roads, except the National Highways where the speed limit exceeds 60KM/h;
- You may only carry a maximum of 2 passengers in the Zbee RS and no passengers in the Zbee CG;
- Never engage in stunt driving or racing illegally;
- Driving the Scooter under the influence of alcohol and drugs is not permitted and is not advised;
- All performance modifications and installations are at your own risk;
- Never change the voltage level and tamper with the battery. Doing so can result in a short circuit, fire and/or personal injuries,
 - Green Scooter will not be held liable for any injuries or damages sustained;
- By purchasing and/or driving our Zbee's, you take full-responsibility for use, and/or misuse of the of the product and agree that Green Scooter holds no responsibility for any consequences, legal, or other, of such use and/or misuse;
- Finally, read the owner's manual carefully, follow instructions therein and enjoy your Zbee.

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THIS OFF-TAKE AGREEMENT (this “Agreement”), is made, entered into and effective as of _____, 2022 (the “Effective Date”), by and between Green Scooter Proprietary Limited, a South African Registered Entity (“Seller”), and _____, (“_____” [initial], “Buyer”).

1. Witnesseth

- WHEREAS, Seller and BUYER (collectively, the “Parties”, and each individually a “Party”) are desirous of entering into an agreement whereby Seller will sell and BUYER will purchase _____ [amount] of Seller’s Products (as defined below) produced by the Seller (as defined below); and
- WHEREAS Seller desires to sell to the BUYER and the BUYER desires to purchase from Seller the Products pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises, the terms and conditions hereinafter set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

2. Defined Terms

- “Affiliate” means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise, and ownership of 50% or more of the voting securities of another Person shall create a rebuttable presumption that such Person controls such other Person.
- “Applicable Law” shall mean any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree (including, without limitation, any consent decree), permit, approval, license, requirement, or other governmental restriction or any similar form of a decision of, or any provision or condition of any permit, license or other operating authorization issued under any of the foregoing by, or any determination by any Governmental Authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect and in each case

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as amended (including without limitation, all of the terms and provisions of the common law of such Governmental Authority), as interpreted and enforced at the time in question.

- "Zbee" means the electric vehicle under the manufacturer name Clean Motion;
- "Business Day" means a day other than Saturday, Sunday or any day on which banks located in the borders of South Africa are authorized or obligated to close;
- "Contract Year" means a period of 365 days (or 366 days in case the period includes a February 29) beginning on the Effective Date, and ending on each subsequent anniversary thereof during the effectiveness of this Agreement;
- "Day" means each period of twenty-four consecutive hours, beginning and ending at 12:00 am (midnight), Central African Time;
- "Governmental Authority" means any federal, state, local, foreign government, any provincial, departmental or other political subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory, administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing;
- "Person" means an individual, partnership, limited liability company, corporation, joint-stock company, trust, estate, joint venture, association or unincorporated organization, or any other form of business or professional entity;
- "Term" has the meaning set forth in Section 3;
- Any other capitalized terms in this Agreement not otherwise defined above shall have the meaning as defined herein;

3. Purchase and Sale

3.1.Products. Seller will sell and deliver to buyer, and the buyer will purchase and receive from Seller, the products (the "Products", and each individually a "Product") set forth on Schedule 1 attached hereto and incorporated by reference;

3.2.Specifications. The specifications for the Products are as set forth in Schedule 1;

3.3.Volumes. The applicable volumes to be purchased and sold hereunder are as set forth in clause 1.

3.4.Delivery Points. Product/s will be delivered to the requested delivery address (each individually, a "Delivery Point" and collectively, the "Delivery Points") identified on Schedule;

3.5.Zbee RS Price for 2022 is R94 500 (ex. VAT) and Zbee Cargo Price for 2022 is R115 500 (ex. VAT).

Directors:

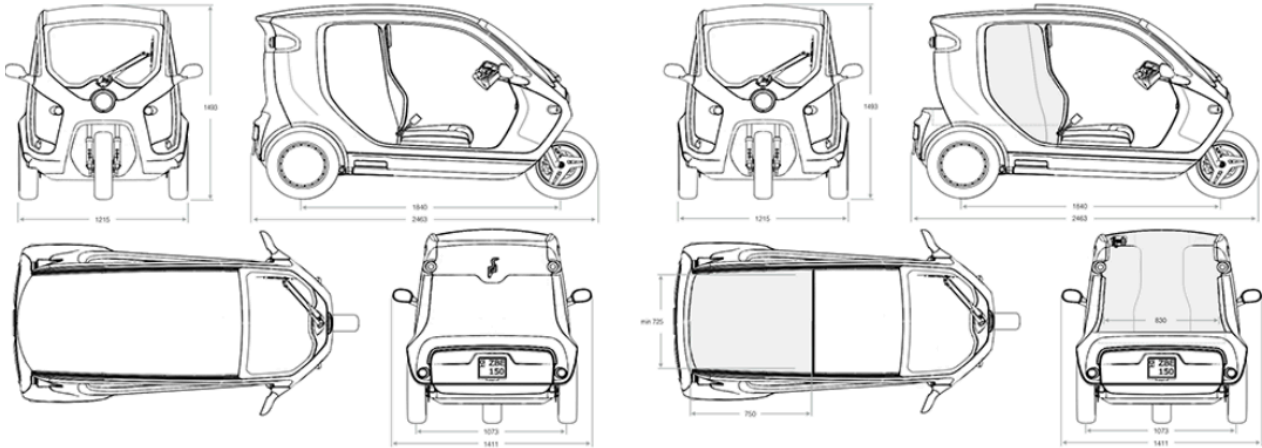
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Schedule 1: Specifications Sheet





GENERAL INFORMATION

Model:	Zbee RS/Cargo
Type:	Electric moped
Vehicle class:	L2e (max 45km/h / max 25km/h)
Seats:	1 Driver or 1 Driver + 2 passengers
Safety:	3-point safetybelt on all seats Integrated vehicle lock in the parking break
Reverse:	Yes
Break system:	Hydraulic disc breaks front and rear Mechanical parking break Regenerative breaking
Tire dimension:	135/70 R13

PERFORMANCE

Speed:	45km/h / 25km/h
Range:	Up to 80km ¹
Consumption:	40Wh/km ¹
Motor:	Brushless hub motors in both rear wheels
Motor effect:	4kW / 1kW (45km/h / 25km/h)
Cargo capacity:	170kg 1m ³

BODY

Structure:	Self-supporting fiberglass body
Length x Width x Height:	2463 x 1215 x 1493 (mm)
Weight:	280 kg

BATTERY AND CHARGING

Battery:	LiFePO4 51,2V – 72 Ah
Charging time:	Max 4,5 hours
Charger:	On board charger: 900W / 4,5A 230V AC

CHARACTERISTICS

Lockable cargo space
 Flatbed with D-rings for securing cargo
 Locked luggage compartment (50 litre)
 Windscreen wipers with washer fluid
 Electrically defrosted windscreen
 Thermo isolating front seat
 Multifunctional rear seat

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Company Reg No. 2016/027640/07

VAT Number: 4490283118

8 Peltier Drive, Sunninghill Office Park ,
 Sunninghill, Gauteng,
 2190

4. Delivery Address

Please fill out the following section for your order of the Zbee model.

Street Address	
Building Type	
Suburb	
Province	
Country	
Postal Code	
Primary Contact Name & Number	

5. Agreement of Order

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Signed At	_____	On this day of _____	_____ 2021
		BUYER NAME:	_____

		Signatory:	_____
		Capacity:	_____
		Who warrants that he is duly authorised thereto.	