



PORSCHE

## General Terms and Conditions

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General Terms and Conditions for Event Offers Organised by Porsche Leipzig GmbH

### Section 1 Scope of validity

a) These terms and conditions shall apply to event offers, i.e. factory tours and driving programs organised by Porsche Leipzig GmbH (hereinafter "PLG"), including all associated contractual performance. At present, the terms and conditions therefore apply in particular to

- Porsche Leipzig Start,
- Porsche Leipzig Co-Pilot,
- Porsche Leipzig Pilot und
- Discover Porsche in Leipzig,
- including voucher orders, gift box orders and last-minute offers,

but not to the Driving Experience events organised by the Travel Clubs and the Sport Driving School (hereinafter "Event Offers").

b) Unless PLG and the orderer agree otherwise in writing, the orderer's standard terms and conditions shall not apply.

### Section 2 Registration, Conclusion of Contracts

a) PLG's offers are subject to confirmation.

b) Orderers submit their offers of contract (orders). This can also be done electronically (over the Internet) via the PLG website.

c) A contract comes into existence when an order is accepted by PLG or if the orderer has received PLG's confirmation of booking or invoice or the ordered vouchers.

d) PLG and the orderer can agree individual options for certain event dates. Any such agreed option dates are binding for both parties to the contract. PLG reserves the right to reallocate reserved dates if the orderer fails to make use of said options.

### Section 3 Prices

a) The PLG list prices valid when the order is placed shall apply.

b) The factory tours included, offered and conducted within the framework of the event offer are included in the price.

### Section 4 Vouchers

a) PLG shall dispatch vouchers for event offers only after the corresponding invoice amount has been credited to PLG.

b) In light of internal handling procedures at PLG and the time taken by mail dispatches, the invoice amount for event vouchers must be credited to PLG at the latest 7 days before the event in question is due to commence. Even if PLG agrees to dispatch vouchers despite the fact that the invoice amount is credited too late, PLG cannot guarantee punctual delivery of the voucher.

c) Voucher numbers must be quoted when vouchers are used.

d) Vouchers ordered for an event on a certain date (the "redemption date") must be redeemed on that date. All other vouchers must be redeemed within three years; this limitation period commences at the end of the year in which PLG has issued the voucher. At its sole discretion, PLG may also accept the redemption

- of vouchers after their redemption date or after the limitation period provided for under Section 4 lit. d) Sentence 2, provided the relevant event offer still features in PLG's program. If the relevant event offer no longer features in PLG's program, PLG shall, at its own discretion, present an alternative event offer to the orderer. If the orderer turns the alternative event offer down, the voucher shall be void and PLG shall be under no obligation to refund the invoice amount.
- e) The voucher amount cannot be paid out in cash or refunded to either the orderer or the event participant.

## **Section 5 Modified Performance**

PLG has the right to modify its event offers, insofar as any such changes and modifications are of an immaterial nature and can reasonably be deemed acceptable to the customer.

## **Section 6 Payment, Payment Terms, Redemption of Vouchers, Cancellations, Rescission by PLG and Postponements**

### **6.1 Payment**

- a) Invoices are mailed on receipt of bookings. PLG invoices with no explicit payment date fall due within 14 days of receipt of the invoice.
- b) Payment shall be made by bank transfer to PLG's account no. 74 61 505 460, sort code 600 501 01 at BW-Bank Stuttgart, Germany. The invoice number must be stated as the reason for payment.
- c) In the event of late payment, default interest may be charged at a rate of 8% above the current basic rate of interest. If the orderer is a consumer as defined in Section 13 of the German Civil Code ("BGB"), PLG may charge default interest at a rate of 5% above the current basic rate of interest.
- d) In the event of delayed payment, PLG has the right to invoice a flat charge of EUR 15.-- for each reminder to cover its dunning expenses. Orderer shall be entitled to prove that lower or no dunning expenses were incurred. PLG shall be entitled to prove that higher dunning expenses were incurred.
- e) Bookings received from outside Germany shall be paid by debiting the amount from a credit card or, at the sole discretion of PLG, in cash immediately before the event begins.
- f) In the case of late bookings from domestic orderers where there is no guarantee that PLG will be able to issue the invoice or that the orderer will be able to make payment before the event commences, PLG can, at its sole discretion, accept either credit card payment or cash on delivery or cash payment immediately before said event begins.
- g) PLG has the right to bar the orderer or third parties who attend on behalf of the orderer from attending the event if PLG has not received full payment of the invoice amount when the event begins.
- h) The orderer acknowledges that orders placed via the PLG website cannot be paid for by credit card at the present time.

### **6.2 Redemption of Vouchers**

- a) Vouchers shall be valued at the event price valid on the date of issue (hereinafter the "voucher amount"). After changes to the price list, the entire voucher amount shall be credited against the new price.
- b) The voucher amount cannot be paid out in cash or refunded.
- c) Vouchers must be presented when the participant visits PLG in Leipzig.
- d) The voucher amount shall be set off against the price of the event offer. If the voucher amount is less than the price of the event offer, the difference shall be invoiced to the orderer. If the voucher amount is higher than the price of the event offer, the difference i.e. the residual voucher amount cannot, for unavoidable technical reasons, be used for future event bookings at PLG. Nor can the residual voucher amount be paid out in cash or refunded.

### **6.3 Cancellation**

- a) The orderer can apply to cancel his or her participation. Said application requires the consent of PLG. The cancellation date shall be the date on which PLG gives its consent. PLG shall grant or refuse its consent within three working days after receipt of a request for cancellation.
- b) If PLG grants its consent, the cancellation fee shall be as follows:
- Cancellation 14 or more calendar days before the event: no cancellation fee;
  - Cancellation 13 or less days before the event: cancellation fee of 50% of the price of the event;
  - Cancellation 2 or less days before the event: cancellation fee of 100% of the price of the event.
- c) In the event of a non-attendance without a cancellation in due time accepted by PLG, orderer shall be obliged to pay the full price of the event, i.e. no money will be refunded. The same applies if an orderer who has booked the event for several participants reduces the number of participants without notifying or eliciting the consent of PLG.
- d) PLG has the right to offset the cancellation fee pursuant to Section 6.3 lit. b) against the price

already paid for the event in question.

e) Where vouchers are cancelled, the following terms of cancellation apply in place of Section 6.3 lit. b):

- No charge is made for cancellations up to three calendar days before the event. The voucher remains valid.
  - If cancellation is made within three calendar days before the event, the voucher loses its validity.
- In all other respects, Section 6.3 remains valid for the cancellation of vouchers.

#### 6.4 Withdrawal by PLG and Postponements

a) PLG has the right to withdraw from the contract for the following reasons:

- If the orderer has not paid PLG the full price for the event offer after the payment date on the invoice has expired or, in the case of invoices which bear no specific payment date, 14 days after the orderer received the invoice plus a reasonable period of grace defined by PLG;
- In cases of force majeure or if other circumstances arise for which PLG is not responsible and which render the performance of the contract impossible or unreasonable for PLG;
- In cases where PLG has reason to believe that the event offer could pose a threat to smooth business operations, security or the public image of PLG or Dr. Ing. h.c. F. Porsche Aktiengesellschaft for which PLG cannot be held responsible;
- If, after concluding the contract, PLG gains knowledge that the orderer and/or participant is an employee or executive employee or member of a governing body of any automotive manufacturer other than Dr. Ing. h.c. F. Porsche Aktiengesellschaft;
- If weather-related influences make it impossible to conduct the respective driving programs.

b) In such cases, the orderer is unless otherwise provided for herein entitled only to a refund of the price for the relevant event offer. Further claims on the part of the orderer and/or participant are precluded. Any liability on the part of PLG pursuant to Section 9 remains unaffected by this provision.

c) Should it be necessary to interrupt the booked event for reasons for which PLG is not responsible, a commensurate proportion of the price shall be refunded to the orderer. Further claims on the part of the orderer and/or participant are precluded. Any liability on the part of PLG pursuant to Section 9 remains unaffected by this provision.

d) PLG has the right to postpone event offers until another date due to operating requirements, in particular reasons of secrecy and security. Within two weeks of receipt of notification of such a postponement, the orderer has the right to withdraw from the event in question. Further claims on the part of the orderer and/or participant are precluded. Any liability on the part of PLG pursuant to Section 9 remains unaffected by this provision.

e) Section 6.4 lit. d) applies mutatis mutandis for all driving programs in cases where weather-related influences make it impossible to conduct said programs.

### Section 7 Special Conditions for Driving Programs

a) Orderers who participate in a Porsche Leipzig Pilot event, Porsche Leipzig Co-Pilot "Cayenne offroad" events or a Discover Porsche in Leipzig event must have been in possession of a valid driver's license for at least three years and must, at the event, sign a loan for use of the car subject to excess of EUR 2,500.--. On the day of the event, the participant must present his or her driver's license and ID card before the event begins.

b) Unless agreed otherwise, Porsche Leipzig Pilot events, Porsche Leipzig Co-Pilot events and Discover Porsche in Leipzig events will be held in German. This provision also applies for the instructors, drivers and other PLG employees who are involved in providing the driving programs. An adequate command of the German language is necessary for participants who take part in the above driving programs.

c) Instructions given by the PLG instructors in the context of Porsche Leipzig Pilot events, Porsche Leipzig Co-Pilot events and Discover Porsche in Leipzig events must be followed at all times. For safety reasons, safety belts must be worn during all of the above driving programs. Moreover, overtaking is prohibited in possible journeys on public roads in the context of the Porsche Leipzig Pilot event and the Discover Porsche in Leipzig event. Exceptions in the context of individual exercises require the express permission of the PLG instructor.

d) The consumption of any and all alcohol (zero parts per thousand), drugs, other intoxicants and any sedatives which impair or may impair the driver's fitness to drive is strictly prohibited in the context of the Porsche Leipzig Pilot event, the Porsche Leipzig Co-Pilot event and the Discover Porsche in Leipzig event.

e) Where a third party participates in the event in place of the orderer, Sections 7 lit. a) through lit. d) apply equally to the third party.

f) Violations of Section 7 lit. a) through lit. e) authorise PLG to exclude the orderer or the participant from the event concerned. In such cases, the price of the event offer shall not be refunded.

- g) Participation in the driving program is always at the driver's own risk. Section 9 remains unaffected by this provision.
- h) Porsche Leipzig Pilot events, Porsche Leipzig Co-Pilot events and Discover Porsche in Leipzig events in bad weather: If the weather is bad in the winter months (i.e. if roads are covered with snow and/or ice), the above driving programs shall, for safety reasons, be conducted in Porsche Cayenne (four-wheel drive) models. Resultant discrepancies in the price shall be refunded to the orderer.

## **Section 8 Warranty**

### **8.1 Remedy**

- a) PLG has the right and duty to find a remedy if it fails to provide services in accordance with the contractual terms.
- b) PLG can refuse to find such a remedy if the expense of doing so would be inordinate.
- c) PLG can also find a remedy in a way that provides substitute performance of equivalent value, insofar as it is reasonable to assume that said substitute performance is acceptable to the orderer.

### **8.2 Reduction of the Price**

After returning from the event, the orderer can demand a reduction in the price in accordance with deficient performance if, after receiving due notification from the orderer or participant, PLG still failed to provide - in accordance with the terms of the contract - services or substitute services received by the orderer.

## **Section 9 Limitation of Liability**

### **9.1 Limitations of Liability: Reasons**

The orderer may assert damage claims or claims for the refund of wasted expenditure in respect of PLG only for:

- a) Damages arising from death, physical injury or damage to health as a result of negligent violation of contractual duties or worse;
- b) Other damages caused by grossly negligent violation of contractual duties or worse;
- c) Other damages caused by negligent violation of cardinal contractual obligations. The term "cardinal contractual obligations" is understood to mean obligations, the performance of which is essential if the contract is to be performed and on the performance of which it is reasonable for the orderer to rely as a matter of course;
- d) Damages which fall within the scope of protection afforded by guarantees on the part of PLG (Guarantee; Section 276 Paragraph 1 BGB).

### **9.2 Limitations of Liability: Amounts**

- a) PLG's liability for ordinary or gross negligence on the part of its vicarious agents who are not legal representatives or executive employees (ordinary vicarious agents) is limited to the amount of damages which can typically be expected when the contract is concluded and, if claims are asserted for the refund of wasted expenditure, to the amount of ordinary contractual performance.
- b) Tortious claims: Section 9 shall also apply for the orderer's tortious claims.
- c) Claims arising from transferred rights: Any and all claims by the orderer arising from transferred rights and which exceed liability pursuant to Section 9 are excluded.
- d) Limitation of liability to the benefit of third parties: Insofar as liability is excluded or limited pursuant to Section 9, said exclusion or limitation shall also apply to the personal liability of PLG, its employees, representatives and vicarious agents.
- e) Exemption from third-party claims: The orderer exempts PLG from all claims asserted by its vicarious agents or other third parties acting on his or her behalf which exceed liability pursuant to Section 9, including claims arising from precontractual obligations and business contacts.

### **9.3 Equivalent Validity for Participants**

Insofar as a third party participates in the event in place of the orderer, Section 9 shall also apply to such third parties to the greatest extent possible under law.

## **Section 10 Resale and Transfer of Event Offers**

- a) To safeguard smooth business operations and protect the security and public image of PLG and Dr. Ing. h.c. F. Porsche Aktiengesellschaft and to prevent the resale of event offers at exorbitant prices, the following actions require the prior written consent of PLG:

- Offering event offers for sale via Internet auction companies;
- The sale, transfer or brokering of event offers for trading or commercial gain;
- The private sale, transfer or brokering of event offers at higher prices than the current valid price of a given event offer;
- The sale, transfer or brokering of event offers to employees or executive employees or members of governing bodies of any automotive manufacturer other than Dr. Ing. h.c. F. Porsche Aktiengesellschaft;
- The sale, transfer or brokering of event offers for advertising or marketing purposes, as bonuses, promotional gifts, prizes or components of hospitality or travel packages; and
- The sale, transfer or brokering of event offers where a travel agency acts as the orderer.

Free factory visits with no catering included as part of the Porsche Leipzig Start event offer are generally excluded from resale, transfer or brokering. Within the framework of the Porsche Leipzig Start event offer, travel agencies can book the Factory Tour + Pit Stop event offer for no more than two tours with 15 participants each in any given calendar year. PLG will grant no further permissions.

b) In the event of the unauthorised resale, transfer or brokering of event offers, PLG has the right, at its own discretion, to void such event offers for the orderer or participant concerned. In such cases, PLG has the right to refuse the orderer or participant access to the event.

c) For each individual case of orderer's violation of Section 10 lit. a), the orderer shall be obliged to pay a contractual penalty to PLG. In case of such breach, PLG shall be entitled to fix such contractual penalty at a reasonable amount; such amount shall, in case of controversy, be subject to judicial control on the reasonableness of the amount fixed. Further claims for damages on the part of PLG remain unaffected by this provision. Furthermore, PLG also reserves the right to prevent persons who violate Section 10 lit. a) from ordering event offers in future.

### **Section 11 Photography**

a) Unless otherwise provided in the following, the taking of photographs and the making of other optical or audiovisual recordings, including the use of camera phones, at PLG's business premises is only permitted after the prior written consent of PLG.

b) Notwithstanding, orderers and participants are, for private use only, authorised to take photographs and make other optical or audiovisual recordings, including the use of camera phones, at the PLG customer centre.

c) Orderers and participants are prohibited from taking photographs and making other optical or audiovisual recordings, including the use of camera phones, in PLG vehicle production areas.

### **Section 12 Limited Access to Vehicle Production**

For safety reasons, persons fitted with pacemakers and children under the age of 16 are not permitted to access the PLG vehicle production areas.

### **Section 13 Data Protection**

The data needed to process transactions is stored, processed and used solely for the purpose of contractual handling. For this purpose, PLG will provide Porsche Leipzig Dienstleistungsgesellschaft with the aforementioned data. All personal data is treated as confidential and will not be passed on to other third parties.

### **Section 14 Offsetting**

The orderer can only offset undisputed receivables or receivables which have become res judicata against receivables of PLG.

### **Section 15 Place of Jurisdiction, Place of Fulfilment**

a) Where contracts are concluded with foreign counterparties, contractual relationships shall be governed solely by the laws of the Federal Republic of Germany.

b) The place of fulfilment and the sole place of jurisdiction is Leipzig, insofar as the orderer is a merchant or a legal entity under public law.