

GENERAL STANDARD TERMS AND CONDITIONS OF AUDI SPORT GMBH FOR ACCESSORIES (ONLINE SHOP AND PRODUCT CATALOGUE)

NOTE: This is an English translation of the German General Standard Terms and Conditions of Audi Sport GmbH for Accessories (Online Shop and Product Catalogue), which you can retrieve at (www.audi.de/collection). Please note that this translation is provided only for information purposes. By placing an order with us you acknowledge that the contractual relationship is governed exclusively by the German General Standard Terms and Conditions of Audi Sport GmbH for Accessories (Online Shop and Product Catalogue). Nothing in the following English translation shall be construed to be binding upon Audi Sport, Audi and/or its subsidiaries and/or affiliate companies and/or used for interpretation of the German General Standard Terms and Conditions of Audi Sport GmbH for Accessories (Online Shop and Product Catalogue). We do not accept any warranty that the English translation textually or as regards contents fully complies with the German General Standard Terms and Conditions of Audi Sport GmbH for Accessories (Online Shop and Product Catalogue).

Your contract partner for orders is Audi Sport GmbH with registered office in Neckarsulm, address: NSU-Straße 1, D-74172 Neckarsulm. Any messages, complaints etc. arising from orders can be directed to our service centre in Schwaig, address: Audi Sport GmbH, c/o Group 7 AG, Eschenallee 6, 85445 Schwaig, Germany, e-mail address: lifestyle@audi-shop.de, fax number +49-(0)180/5003156 (0.14 EUR/min. incl. VAT.). You can also call Audi Sport GmbH under +49-(0)180/5003155 (0.14 EUR/min. incl. VAT for calls from the German landline network; prices may vary when calling from the mobile phone network, max. 0.42 EUR/min. incl. VAT).

I. Validity of the terms and conditions

Audi Sport GmbH, hereinafter referred to as Audi Sport, shall exclusively provide deliveries, services and offers on the basis of the present General Terms and Conditions. The validity of other general terms and conditions shall be expressly excluded hereby. This shall also apply if the Customer accepts an offer by Audi Sport by reference to its terms and conditions of business or purchase.

1. Audi Sport's offer in accordance with these conditions is addressed to customers who have their habitual residence in Germany. This is without prejudice to Audi Sport's obligations to avoid unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the European Economic Area ("EEA") pursuant to Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 ("Geo-blocking regulation"). Therefore, who can be a customer within the meaning of these terms and conditions is based on the following Section I.2.
2. Customer means
 - (i) a consumer who is a national of, or has his or her place of residence in, a Member State of the EEA, or
 - (ii) an undertaking which has its place of establishment in a Member State of the EEA, and receives a service or purchases a good, or seeks to do so, within the EEA.

II. Conclusion of the contract

1. The representations of the products in catalogues and in the online shop by Audi Sport shall only serve the purpose of informing the Customer and shall not constitute binding offers by Audi Sport. Any product offers in catalogues by Audi Sport shall be non-binding and subject to alteration. All images used in the online presentation or catalogues to represent goods shall only be sample photographs. They do not represent the respective article accurately in any case but merely serve the purpose of illustration. Shipped articles possibly differ from the photographs. The technical description of the article shall be decisive.
2. For orders of articles via the online shop of Audi Sport, a binding offer to conclude a purchase contract with the aforementioned material contract contents is made by the Customer upon clicking the "Buy" button. Online shop orders can, however, only be placed and submitted if the Customer accepts these contract conditions by clicking on the "Accept General Conditions and Terms" button and thus including them in its request. Customers can alternatively submit a binding offer for the conclusion of a contract with the aforementioned material contract contents for products from the product catalogue of Audi Sport via telephone by calling +49-(0)180/5003155 (0.14 EUR/min. incl. VAT for calls from the German landline network; prices may vary when calling from the mobile phone network, max. 0.42 EUR/min. incl. VAT) or via e-mail to lifestyle@audi-shop.de.
3. The Customer shall receive an acknowledgement of receipt of order upon receipt of the order via e-mail, fax or mail. Order receipt is merely acknowledged to inform the Customer about the receipt of his offer and shall – in the same way as possible subsequent status

- reports – not constitute an acceptance of the offer by Audi Sport.
4. A purchase contract between Audi Sport and the Customer shall only be concluded:
 - as soon as Audi Sport sends an order confirmation to the Customer following an order by the Customer and thus accepts the offer to conclude a purchase contract, or
 - as soon as Audi Sport charges the price of the goods ordered to the stated credit card account if the Customer selected payment by credit card, otherwise
 - by shipping of the goods.The provision of Sec. 147 (2) German Civil Code shall remain unaffected.
5. Audi Sport shall send the contract text (consisting of the order, General Terms and Conditions and order confirmation) with the order confirmation according to Item II. 4., however, no later than upon delivery of the goods, to the Customer on a permanent data carrier (e-mail or print-out) (contract confirmation). The contract text shall be stored in such a manner that data protection is ensured.
6. The contract shall be concluded in the German language.
7. If Audi Sport is unable to deliver the goods ordered without fault on its part, Audi Sport shall be entitled to withdraw from the contract with the Customer. Audi Sport shall be obliged to immediately inform the contract partner about the delivery obstacle and return already made considerations of the contract partner without delay.

III. Prices and shipping costs

1. Prices shall be stated in Euro including VAT in the respective statutory amount and excluding shipping costs, freight, postage and packaging costs.
2. All prices stated in the online shop or product catalogues and the order confirmation of Audi Sport shall be subject to change and non-binding due to possible typing, print or calculation errors.

IV. Payment terms

1. Payment can be made as follows:
 - Advance bank transfer (only for selected and respectively designated articles)
 - Credit card
 - Payment on invoice (only for orders submitted to the service centre: payment upon delivery of the goods), only for goods with a value of up to 200.00 EUR
 - PayPal (only for online orders)
Please note that only the payment methods credit card and PayPal are possible in case of online orders.
2. Unless payment on invoice has been agreed, the goods shall only be delivered upon receipt of payment. If the Customer selects advance bank transfer, Audi Sport shall notify the Customer about its bank details in the order receipt confirmation. The invoice amount shall be transferred within 14 days by stating the order and/or customer number indicated. If the Customer selects payment on invoice, he shall be obliged to transfer the invoice amount within 14 days upon receipt of invoice.
3. Transaction costs for certain payment types shall be borne by the Customer.

- Costs incurred due to unauthorised cancellation of a debit note granted to Audi Sport by the Customer shall be borne by the Customer.

V. Cancellation right

1. If the Customer is a Consumer within the meaning of Sec. 13 German Civil Code (BGB), the Customer shall have a statutory cancellation right. A consumer pursuant to Sec. 13 German Civil Code is any natural person who enters into a legal transaction for purposes that are predominantly outside his/her trade, business or profession. Please find a cancellation form template under Section V.4. In detail:

Cancellation policy

Cancellation right

You are entitled to cancel this contract within fourteen days without stating any reasons. The cancellation period is fourteen days from the date on which you or a third party appointed by you – that is not the carrier – took possession of the goods. If you purchase several goods within the scope of one order and we deliver them in separate shipments, the cancellation period is fourteen days from the date on which you or a third party appointed by you – that is not the carrier – took possession of the goods delivered last. If you purchased goods from us within the scope of your order that are to be shipped in several partial deliveries, the cancellation period is fourteen days from the date on which you or a third party appointed by you – that is not the carrier – took possession of the goods delivered last. In order to exercise your cancellation right, you have to inform us [Servicecenter Audi Sport GmbH c/o Group 7 AG, Eschenallee 6, 85445 Schwaig, Germany, lifestyle@audi-shop.de, fax no. +49-(0)180/5003156] by means of an explicit declaration (e.g. a postal letter, telefax or e-mail) about your decision to cancel this contract. You can use the attached cancellation form template, which is, however, not mandatory. In order to observe the cancellation period, it is sufficient for the Customer to send the declaration of exercising the right cancellation right before expiration of the cancellation period.

Consequences of cancellation

If you cancel this contract, we shall return any payment received from you, including delivery costs (except for any additional costs resulting from choosing a different delivery type than the one offered by our company as the most favourable standard delivery) immediately and no later than fourteen days from the date on which the declaration of cancellation of this contract is received. We shall use the same payment method for this refund that you used for your original transaction unless we expressly agreed otherwise; you shall not be charged for this refund. We may refuse refund until return of the goods or until you furnished proof of having returned the goods, whichever point in time is the earlier. You shall return or handover the goods immediately and in no case later than fourteen days from the date on which you notify us of the cancellation of this contract to (Audi Sport GmbH c/o Group 7 AG, Eschenallee 6, 85445 Schwaig, Germany). The period shall be deemed observed if you post the goods before the expiration of the fourteen-day period. You shall bear the direct costs of returning the goods. You shall only be liable to pay compensation for possible losses in value of the goods if such loss in value can be ascribed to handling the goods in a way that is not required in order to check their quality, features and functioning.

- The cancellation right shall not apply to contracts regarding the delivery of audio or video recordings or computer software in sealed packaging if the sealing was removed after delivery.
- If the Customer exercises his/her statutory cancellation right (cf. V.1), the Customer shall bear the direct costs of return.
- Audi Sport provides the following information on the cancellation form template in accordance with the statutory provisions:

Cancellation form template

(For cancelling this contract, please fill in and return this form.)

- To [Name, address and fax number (where applicable) and e-mail address of the contractor are to be stated by the contractor]:
- I/We (*) hereby cancel the contract concluded with me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for notifications on paper)
- Date

(*) Delete as applicable.

VI. Set-off

The Customer shall only be entitled to set-off against the claims of Audi Sport resulting from the purchase contract if the counter-claim of the Customer is undisputed or ready for decision or if a legally enforceable title exists. In all other cases, set-off shall only be possible if Audi Sport expressly agreed in writing.

VII. Delivery, delivery period and availability of goods

- The delivery period shall amount to 14 days from contract conclusion if no differing delivery period is indicated.
- If no items of the selected product are available at the time of the Customer's order, the provider shall inform the Customer immediately in the order confirmation. If the product is permanently unavailable, the provider shall refrain from a declaration of acceptance. There shall be no contract conclusion in this case. If the product designated in the Customer's order is temporarily not available, the provider shall also immediately inform the Customer in the order confirmation.
- The following delivery restrictions shall apply: A delivery takes place only to a delivery address in the territory of the Federal Republic of Germany. Customers within the meaning of Section I.2, who cannot or do not wish to provide a German delivery address, can collect the products from the local shop in Ingolstadt after conclusion of the contract (address: Audi Forum Ingolstadt, Auto-Union-Straße 1, 85045 Ingolstadt, Germany).
- Audi Sport shall be entitled to partial deliveries and partial services as long as the deliveries are performed within the agreed time and the partial deliveries/partial services are of interest and acceptable to the Customer. If partial deliveries/partial services are performed, Audi Sport shall bear any additional costs incurred.

VIII. Transfer of risk

Risk shall pass to the Customer upon handover of the goods. If the Customer is no consumer, risk shall already pass upon handover of the goods to the person performing transport.

IX. Warranty and liability regulations

- Claims (warranty claims) may be asserted in text form (e.g. letter, e-mail or fax) to Audi Sport (address or numbers see above). Complaint returns shall be sent to Audi Sport GmbH, c/o Group 7 AG, Eschenallee 6, 85445 Schwaig, Germany. In case of a defect of goods, Audi Sport shall bear the costs of return.
- The Customer may request supplementary performance in accordance with the respectively valid statutory provisions, reduce the purchase price or withdraw from the purchase contract and demand compensation or reimbursement of expenses. Guarantee assurances of manufacturers of delivered products beyond the statutory warranty regulation shall be directed to such manufacturers.
- Audi Sport shall be liable in case of injury to life, body or health and generally for any damage resulting from intention or gross negligence in accordance with the statutory provisions. In all other cases, Audi Sport, shall only be liable due to culpable violation of material contractual main obligations (cf. IX.4.) – no matter for which legal cause – or if Audi Sport maliciously concealed the defect or provided a guarantee for the quality of the delivery item. Compensation for the violation of material contractual main obligations (cf. IX.4.) shall, however, be limited to the foreseeable damage typical of the contract. Liability pursuant to the Product Liability Act shall remain unaffected.
- The relevant contractual main obligations shall be such obligations whose fulfilment only enables the proper implementation of the contract and on whose observance the contract partner regularly relies and may rely on.
- The restrictions pursuant to Items IX. 3 and 4 shall also apply in favor of the legal representatives and vicarious agents of Audi Sport if claims are directly asserted against them.

X. Limitation

- If the Customer is an entrepreneur, claims due to material defects shall become time-barred after one year except for cases of malicious concealment or in case of provision of a guarantee for the quality by Audi Sport.
- If the Customer is a consumer, any claims shall become time-barred in accordance with the statutory provisions.

XI. Debt-discharging payments and prevention of money laundering

Natural or legal persons who are not identical with the Customer cannot make debt-discharging payments to Audi Sport without its prior written consent. Audi Sport will not unreasonably withhold its consent.

The consent is dispensable if the payment is made by a bank domiciled in Germany, which in particular includes the banks of the Volkswagen-Group.

XII. Reservation of title

1. The goods delivered shall remain the property of Audi Sport until full payment of all claims from the purchase contract.
2. Any disposal of the goods subject to reservation of title shall not be permissible. Pledging by third parties shall be notified by the Customer in text form (e.g. letter, e-mail or fax).
3. If the Customer resells the goods subject to reservation of title contrary to XII. 2., the Customer shall already now assign any resulting claims to Audi Sport. The assignation of claims shall serve the securing of the goods sold by Audi Sport. If the goods are resold together with other goods that do not constitute property of Audi Sport by the Customer, assignation shall only apply in the amount of the involved value of goods according to the invoice of Audi Sport.

XIII. Data protection

1. Audi Sport uses electronic data processing to process your order and for support and services. Audi Sport collects, processes and uses as a data controller personal data provided during your order to the extent required for the purpose of substantiation, implementation and handling of the contract relationship (including related customer service with regard to acquired products and services), respectively to the extent you have provided Audi Sport your consent to the processing of personal data (for example, for sending direct advertisement). Audi Sport shall process Customer's personal data in accordance with the privacy policy, which are displayed on the website of Audi Sport in the then current version. Audi Sport may commission service providers (e.g. other companies and individual persons) with the fulfilment of tasks within the scope of the aforementioned purpose, which shall operate strictly under the instructions of Audi Sport on the basis of a data processing agreement. Examples include the processing of payments, shipping and package delivery or customer service. Personal data shall not be passed on to third parties.
2. Possible information requests and potential further explanations or requests for information, correction, restriction, portability or deletion of personal data stored with Audi Sport shall be directed to (Servicecenter Audi Sport GmbH c/o Group 7 AG, Eschenallee 6, 85455 Schwaig, Germany, e-mail address: lifestyle@audi-shop.de).
3. To the extent Customer has provided its consent, you may withdraw your consent at any time under the foregoing address. Such withdrawal shall leave Audi Sport's data processing unaffected until such point in time of the withdrawal.

XIV. Applicable law, place of performance and jurisdiction

1. The law of the Federal Republic of Germany shall apply to these conditions of business and the entire legal relationships between Audi Sport and the Customer excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The statutory provisions on the limitation of the choice of law and the applicability of mandatory provisions – above all within the state in which the Customer has his habitual residence as consumer – shall remain unaffected.
2. The exclusive jurisdiction for any legal disputes arising in connection with this contract – including questions as to its conclusion – shall be Neckarsulm, unless the contracting parties are merchants or legal entities or unless the contracting party has no general jurisdiction in Germany or his place of residence or domicile is unknown. This agreement on the jurisdiction shall also apply to exchange and cheque receivables. The exclusive jurisdictions (e.g. the jurisdiction for default action) shall remain unaffected.

XV. Unilateral declarations and partial effectiveness

1. Reminders shall also be legally valid without signature if they are submitted on a letterhead used by Audi Sport or AUDI AG.
2. If provisions of these conditions of business and the underlying contract are fully or partly legally invalid or unenforceable or lose their legal effectiveness or enforceability at a later point in time, the validity of the remaining provisions of the contract and the conditions of business shall remain unaffected. If the Customer is an entrepreneur, the contracting parties shall be obliged to replace the invalid provision by a regulation coming as close as possible to the intended economic purpose.

XVI. Consumer information pursuant to Art. 14 (1), (2) of the Regulation (EU) No. 524/2013 and Sec. 36 Consumer Dispute Settlement Act:

The European Commission established a platform for online dispute settlement (OS platform) for out-of-court dispute settlement of consumer law-related disputes on contractual obligations from online purchase contracts or online service contracts. You can find the platform at <http://ec.europa.eu/consumers/odr>. Our e-mail address is: lifestyle@audi-shop.de. We are neither prepared nor obliged to participate in dispute settlement proceedings before a consumer conciliation body.

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