



PORSCHE

OPĆI UVJETI PRODAJE I DOSTAVE

ZA PORSCHE INTERNET TRGOVINU (KAO DIO FUNKCIONALNOSTI PORSCHE INTERNETSKOG TRŽIŠTA)

PORSCHE SALES & MARKETPLACE GMBH

HRVATSKA

1. OPSEG PRIMJENE

1.1. Porsche Sales & Marketplace GmbH (nekada Porsche Smart Mobility GmbH), Porscheplatz 1, 70435 Stuttgart, Njemačka (dalje u tekstu **Porsche Sales & Marketplace**) upravlja pod www.porsche.com raznim funkcionalnostima internetskog tržišta (dalje u tekstu **Tržište**) radi (i) prodaje Porsche vozila, dijelova, opreme i drugih s vozilom povezanih i od vozila nezavisnih proizvoda te (ii) pružanja s vozilom povezanih i od vozila neovisnih usluga. Na Tržištu Porsche Sales & Marketplace upravlja internetskim distribucijskim kanalom Porsche Internet Trgovina (dalje u tekstu **Porsche Internet Trgovina**), u sklopu koje Porsche Sales & Marketplace GmbH, Porscheplatz 1, 70435 Stuttgart, Njemačka (dalje u tekstu **PAG** ili **Mi**) prodaje i dostavlja svoju robu (dalje u tekstu **Roba**). Prodaja i dostava Robe od strane PAG-a na temelju narudžba učinjenih od strane kupca (dalje u tekstu **Kupac** or **Vi**) putem Porsche Internet Trgovine provodi se isključivo u skladu sa sljedećim Općim uvjetima prodaje i dostave za Porsche Internet Trgovinu (dalje u tekstu **Opći uvjeti prodaje**). Kupac prihvaća Opće uvjete prodaje naručivanjem ili prihvatom dostave. Primjena odstupajućih ili dopunskih uvjeta poslovanja Kupca bit će isključena, čak i ako PAG izričito ne prigovori na njih.

1.2. Na korištenje Tržišta i Porsche Internet Trgovine kojima upravlja Porsche Sales & Marketplace primjenjuju se Opći uvjeti poslovanja za korištenje My Porsche Portala i Funkcionalnosti Porsche Internetskog Tržišta (uključujući Porsche Connect Trgovinu), kao i prodaju Porsche Connect Usluga te Porsche Sales & Marketplace Proizvoda (dalje u tekstu **Uvjeti korištenja**), koji se mogu preuzeti na <https://connect-store.porsche.com/hr/en/t/termsandconditions>.

1.3. "Kupac" u smislu ovih Općih uvjeta prodaje znači svi potrošači ili poduzeća koji naručuju Robu od PAG-a putem Porsche Internet Trgovine s isključivom svrhom krajnje uporabe.

2. OGRANIČENJA DOSTAVE / PODRUČJA DOSTAVE

2.1. Dostava Robe isključivo će se obavljati Kupcima radi krajnje uporabe.

2.2. Roba se isporučuje samo u sljedeće zemlje: Savezna Republika Njemačka (izuzetak su Bisingen i Helgoland), Austrija, Ujedinjena Kraljevina, Francuska (izuzetak su Sveti Petar i Mikelon, Nova Kaledonija, Francuska Polinezija, Wallis i Futuna, Francuski južni i antarktički teritoriji, Sveti Bartolomej i prekomorski departmani Francuske (Martinik, Mayotte, Gvadalupa, Réunion, Francuska Gvajana i Sveti Martin)), Španjolska (izuzetak su Kanarski otoci, Ceute i Melilla), Italija (izuzetak su Livigna, Campione d'Italia i talijanski dio jezera Lugano između Ponte Tresa i Porto Ceresio), Danska (izuzetak su Farski otoci i Grenland), Estonija, Finska (izuzetak su Ålanski otoci), Luksemburg,

Švedska, Belgija, Bugarska, Rumunjska, Irska, Latvija, Litva, Nizozemska (izuzetak su Aruba, Bonaire, Curaçao, Saba, Sveti Eustahije i Sveti Martin), Norveška, Poljska, Portugal, Švicarska, Slovačka, Slovenija, Češka, Mađarska, Grčka (izuzev planine Atos), Hrvatska, Cipar i Monako.

2.3. Za dostave u Ujedinjenu Kraljevinu, Norvešku ili Švicarsku mogu nastati carine i/ili slični troškovi te je Kupac obvezan snositi bilo kakve povezane troškove i pravodobno i o svom trošku podnijeti i/ili pribaviti bilo kakve potrebne deklaracije i odobrenja. U slučaju da, uslijed skrivljenog neispunjenja ovih obveza od strane Kupca, nastanu bilo kakva kašnjenja, šteta ili drugi troškovi, iste će snositi Kupac.

2.4. Dostava Robe u države koje nisu navedene u Odjeljku 2.2. neće se obavljati. Ipak, Kupci iz drugih Država članica EU imaju mogućnost naručiti Robu koja će im biti dostavljena na adresu u jednoj od država navedenih u Odjeljku 2.2.

3. SKLAPANJE UGOVORA O PRODAJI

3.1. Na Porsche Internet Trgovini Kupci mogu naručiti tamo prikazanu robu od pojedinih prodavača. U odnosu na Robu PAG-a, Porsche Sales & Marketplace funkcionira kao posrednik pri transakciji sklopljenoj između Kupca i PAG-a na način da pruža Porsche Internet Trgovinu i oglašava ponudenu Robu. Međutim, bilo koji ugovor o prodaji sklopljen je isključivo između PAG-a i Kupca.

3.2. Prikaz Robe na Porsche Internet Trgovini ne predstavlja obvezujuće ponude PAG-a za sklapanje ugovora o prodaji, nego isključivo poziv Kupcu da učini obvezujuće očitovanje o tome želi li i koju Robu želi naručiti od PAG-a (*invitatio ad offerendum*). Kupac može izabrati Robu PAG-a iz asortimana proizvoda na Porsche Internet Trgovini i staviti ih u takozvana kolica za kupovinu pritiskom na gumb "Add to Cart". Kupac će u sklopu procesa narudžbe biti obaviješten o eventualnim ograničenjima isporuke u skladu s brojem 2. Prije pritiska na gumb "Order with Obligation to Pay", sva Roba odabrana od strane Kupca, njezina ukupna cijena uključujući i zakonski PDV u odgovarajućem primjenjivom iznosu, kao i carine, naknade te troškovi dostave ponovno se u pregledu narudžbe prikazuju Kupcu radi pregleda. U tom stadiju Kupac ima priliku uočiti i ispraviti bilo kakve pogrešne unose prije nego konačno napravi obvezujuću narudžbu. Prije nego napravi obvezujuću narudžbu, Kupac može još jednom pristupiti ugovornim odredbama i ovim Općim uvjetima prodaje te ih spremiti u obliku koje je moguće reproducirati. Putem gumba "Order with Obligation to Pay" Kupac daje obvezujuću ponudu za sklapanje ugovora o prodaji za Robu stavljenju u kolica za kupovinu. Ipak, ponuda može biti dana i poslana samo ako Kupac prihvati, a time i uključi u svoju ponudu, ove Opće uvjete prodaje pritiskom na odgovarajući gumb.



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- 3.3. PAG će potvrditi primitak Kupčeve ponude putem elektroničke pošte. Ipak, takva potvrda još uvijek nije pravno obvezujući prihvata Kupčeve ponude.
- 3.4. Ugovor o prodaji počeo će proizvoditi učinke tek kada PAG prihvati Kupčevu ponudu. PAG-ovo prihvaćanje narudžbe može biti dano izričito putem izjave u tekstualnom obliku, npr. slanjem pisane potvrde narudžbe putem elektroničke pošte, ili predajom Robe na otpremu i obavještanjem Kupca na odgovarajući način. Na ugovor o prodaji isključivo se primjenjuje sadržaj potvrde narudžbe i ovi Opći uvjeti prodaje. Usmene pogodbe ili obećanja bit će valjani samo ako ih ovlašteni zaposlenik PAG-a potvrdi u pisanom obliku.
- 3.5. Ako se Roba koju je Kupac naručio ne može dostaviti, npr. zato što odgovarajuće Robe nema u zalihama, PAG može odustati od prihvaćanja narudžbe. U tom slučaju, nikakav ugovor nije sklopljen. PAG će bez odgađanja o tome obavijestiti Kupca.
- 3.6. Ugovorne odredbe bit će sačuvane i pohranjene nakon sklapanja ugovora, ali neće više biti dostupne Kupcu. Međutim, Kupcu će se dostaviti bilo koje i sve ugovorne odredbe i ovi Opći uvjeti prodaje (putem elektroničke pošte ili pisma).
- 4. UPUTE O PRAVU NA JEDNOSTRANI RASKID ZA POTROŠAČE I OGLEJNI OBRAZAC ZA JEDNOSTRANI RASKID**

Ako ste Vi kao Kupac potrošač u skladu s Odjeljkom 13 njemačkog Građanskog zakonika (*Bürgerliches Gesetzbuch*, "BGB") (tj. fizička osoba koja sklapa pravni posao u svrhe koje su pretežito izvan Vaše trgovačke, poslovne ili profesionalne djelatnosti), imate pravo na jednostrani raskid u skladu sa zakonskim propisima te Vam se u sljedećem dijelu pruža uputa o Vašem pravu na jednostrani raskid:

Upute o jednostranom raskidu

Pravo na jednostrani raskid

Imate pravo jednostrano raskinuti ovaj ugovor u roku od 14 dana ne navodeći razloge za to.

Pravo na jednostrani raskid ističe nakon 14 dana od dana na koji ste vi ili od vas određena treća osoba (a koja nije prijevoznik) primili robu koju ste naručili, ili u slučaju ugovora povezanog s više komada robe koje ste naručili u jednoj narudžbi, a ugovorili zasebnu dostavu, od dana na koji ste vi ili od vas određena treća osoba (a koja nije prijevoznik) primili posljednji komad robe koju ste kupili.

Kako biste iskoristili pravo na jednostrani raskid morate nas obavijestiti (Porsche Sales & Marketplace GmbH, returns department, c/o LOEWE Logistics & Care GmbH & Co. KG, Röntgenstraße 17, 32052 Herford, Germany - e-mail: onlineshop@porsche.de) o vašoj odluci o jednostranom raskidu ovog ugovora putem nedvosmislene izjave (npr. dopisom poslanim poštom ili putem elektroničke pošte). Možete koristiti priloženi obrazac za jednostrani raskid, no to nije obvezno.

Kako biste ispoštovali rok za jednostrani raskid dovoljno je da pošaljete svoju izjavu o korištenju prava na jednostrani raskid prije nego što rok za jednostrani raskid istekne.

Učinci jednostranog raskida

Iskoristite li pravo na jednostrani raskid ugovora vratiti ćemo vam sva plaćanja koja smo od vas primili, uključujući i trošak dostave (uz iznimku dodatnih troškova koji su rezultat vašeg izbora vrste dostave koja je različita od najjeftinije vrste standardne dostave koju nudimo), bez odgode, a najkasnije u roku od 14 dana od dana kad smo saznali za vašu odluku da jednostrano raskinete ovaj ugovor. Navedeni povrat ćemo izvršiti služeći se istim sredstvima plaćanja kojim ste se vi služili prilikom plaćanja, osim ako ste izričito pristali na neko drugo sredstvo plaćanja; u svakom slučaju nećete biti obvezni platiti nikakve dodatne troškove za takav povrat. Sve dok ne primimo natrag robu ili nam dostavite dokaz o slanju robe natrag, ovisno o tome što nastupi ranije, možemo uskratiti povrat.

Robu ćete poslati natrag ili ju predati na Porsche Sales & Marketplace GmbH: returns department, c/o LOEWE Logistics & Care GmbH & Co. KG, Röntgenstraße 17, 32052 Herford, Germany, bez odgode, a najkasnije u roku od 14 dana od dana na koji ste nas obavijestili o jednostranom raskidu. Rok će biti ispoštovan ako vratite robu prije isteka roka od 14 dana.

Dužni ste snositi izravne troškove povrata robe u slučaju da ne iskoristite priloženu bilješku za povrat.

Odgovorni ste samo za bilo kakvo umanjenje vrijednosti robe koje je rezultat rukovanja robom, osim onog koje je bilo potrebno za utvrđivanje prirode, obilježja i funkcionalnosti robe.

Ogledni obrazac za jednostrani raskid

Kako biste iskoristili pravo na jednostrani raskid možete koristiti sljedeći ogledni obrazac za jednostrani raskid, ali niste obvezni to učiniti.

Ogledni obrazac za jednostrani raskid

(popunite i vratite ovaj obrazac samo ako želite jednostrano raskinuti ovaj ugovor)

- Za Porsche Sales & Marketplace GmbH returns department - c/o LOEWE Logistics & Care GmbH & Co. KG - Röntgenstraße 17, 32052 Herford, Germany - e-mail: onlineshop@porsche.de
- Ja/Mi (*) ovim putem dajemo izjavu da ja/mi (*) jednostrano raskidam/o moj/naš ugovor o prodaji sljedeće robe (*)/ ugovor o pružanju sljedećih usluga (*),
- Naručeno dana (*)/ zaprimljeno dana (*),
- Osobno ime potrošača,
- Adresa potrošača,
- Potpis potrošača (samo ako je ovaj obrazac izdan na papiru),
- Datum

(*) Izbrisati kako je prikladno

5. CIJENA I PLAĆANJE

- 5.1. Sve cijene navedene su u eurima (EUR), uključujući zakonski PDV u odgovarajućem primjenjivom iznosu. Jednokratni trošak dostave se dodaje.



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- 5.2. Cijene, sve sastavnice cijene poput zakonskog PDV-a u odgovarajućem primjenjivom iznosu, dodatne naknade ili troškovi, kao i jednokratni trošak dostave (zajedno dalje u tekstu **Naknada**) za pojedinu narudžbu istaknute su Kupcu na Porsche Internet Trgovini prije nego Kupac učini obvezujuću narudžbu. Naknada dostiže na plaćanje odmah po sklapanju ugovora o prodaji. Načini plaćanja Naknade navedeni su na Porsche Internet Trgovini. Ako plaćanje kreditnom karticom, kreditnim transferom ili izravnim dugom ostane nepodmireno, bude opozvano ili vraćeno, bankovni troškovi koji slijedom toga nastanu za PAG nadoknadit će Kupac.
- 6. DOSTAVA**
- 6.1. Dostava Robe obavljat će se na dostavne adrese koje pruži Kupac, po jednokratnom trošku dostave navedenom u svakom pojedinom slučaju. Primjenjuju se ograničenja dostave navedena u Odjeljku 2.
- 6.2. Dostave se obavljaju isključivo po primitku punog plaćanja Naknade ili recipročno i istodobno s plaćanjem. Datumi dostave i rokovi dostave obvezujući su samo ako je ugovorom određeno da su obvezujući. U slučaju pošiljaka unutar Njemačke, dostava može potrajati 2-3 radna dana od primitka plaćanja. U slučaju dostava izvan Njemačke, dostava može potrajati otprilike 5 radnih dana od primitka plaćanja, a dostave izvan EU mogu zahtijevati dodatno vrijeme za carinjenje. U svakom slučaju, vrijeme dostave ne smije premašiti 30 dana od primitka plaćanja
- 6.3. Događaji koji su nepredvidivi, neizbježni i izvan PAG-ove sfere utjecaja, a za koje PAG ne snosi odgovornost, poput više sile, rata, prirodnih katastrofa ili radnih sporova, oslobađaju PAG od odgovornosti za pravovremenu dostavu tijekom trajanja takvih događaja. Rokovi ili datumi dostave, ovisno o slučaju, bit će produljeni ili preraspoređeni, prema potrebi, za duljinu trajanja takvog poremećaja, a Kupac će biti obaviješten o pojavi takvog poremećaja na prikladan način. Ako završetak takvog poremećaja nije predvidiv ili poremećaj potraje dulje od dva mjeseca, bilo koja strana može raskinuti ugovor.
- 6.4. U slučaju da dostave od strane PAG-a kasne, Kupac je ovlašten raskinuti ugovor samo ako je PAG odgovoran za kašnjenje te je bezuspješno isteklo dodatno razdoblje određeno od strane Kupca. PAG nije odgovoran za bilo kakvo kašnjenje prouzrokovano nužnim carinjenjem Robe.
- 6.5. U slučaju da Kupac ne ispunio obvezu prihvaćanja dostave ili ako prekrši bio koju drugu obvezu na suradnju, PAG će biti ovlašten, ne dovodeći u pitanje svoja druga prava, razumno pohraniti Robu na rizik i trošak Kupca ili raskinuti ugovor u skladu sa zakonskim odredbama.
- 6.6. PAG može obavljati djelomične dostave u slučaju opravdanih razloga ako je to i u mjeri u kojoj je to prihvatljivo Kupcu.
- 7. JAMSTVO / PRAVA U SLUČAJU NEDOSTATAKA**
- 7.1. U slučaju materijalnih i pravnih nedostataka Robe primjenjuju se zakonske odredbe vezane uz prava Kupca u slučaju nedostataka. Bez obzira na ovo, Odjeljak 8 se primjenjuje u slučaju zahtjeva za naknadu štete ili zahtjeva za naknadu troškova.
- 7.2. Bilo kakvo jamstvo dano od strane proizvođača primjenjivo je zajedno uz prava Kupca u slučaju materijalnih i pravnih nedostataka u skladu s Odjeljkom 7.1. Pojedini o opsegu bilo kojih takvih jamstava bit će određene u odredbama jamstva priloženih Robi, ako je to primjenjivo.
- 8. ODGOVORNOST / OGRANIČENJE ODGOVORNOSI**
- 8.1. U slučaju obične nepažnje, PAG je odgovoran samo za povrede materijalnih ugovornih obveza (glavnih obveza). Glavne obveze su materijalne ugovorne obveze za koje se smatra da ih ugovor nameće PAG-u u skladu s njegovim ciljem i svrhom, a povreda kojih ugrožava svrhu ugovora i koji se smatraju nužnima za uredno i brižljivo izvršenje ugovora te Kupac s pravom može na njih trajno osloniti. U slučaju povrede glavnih obveza uslijed obične nepažnje, odgovornost PAG-a je ograničena na uobičajeno predvidljivu štetu u trenutku sklapanja ugovora. U svim drugim pogledima, odgovornost PAG-a za običnu nepažnju je isključena.
- 8.2. Ograničenje odgovornosti na gore određen način pod Odjeljkom 8.1 ne primjenjuje se na
- (i) štete uslijed smrti ili tjelesnih ozljeda uzrokovanih od strane PAG-a;
 - (ii) štete u odnosu na nedostatke skrivene u lošoj vjeri;
 - (iii) štete temeljene na izostanku karakteristike za koju je PAG dao jamstvo;
 - (iv) štete koje je namjerno ili grubom nepažnjom izazvao PAG, njegovi zakonski zastupnici, njegovi zaposlenici i/ili podređeni zastupnici, i/ili bilo koju odgovornost prema njemačkom Zakonu o odgovornosti za proizvode (*Produkthaftungsgesetz*) te u slučaju bilo koje daljnje obvezujuće odgovornosti.
- U slučaju gore navedenih iznimaka primjenjuju se zakonske odredbe.
- 8.3. Pored Odjeljaka 8.1 i 8.2, sljedeće je primjenjivo na Robu koja ima podatkovnu memoriju (npr. mobiteli, laptopi): Kupac je odgovoran za izradu redovite i potpune sigurnosne kopije svojih podataka. Odgovornost PAG-a za štetu uslijed gubitka podataka je stoga ograničena na najveću štetu koja bi ipak nastala zbog obnavljanja podataka u slučaju izrada pravih i redovitih sigurnosnih kopija podataka.
- 8.4. Kupac će poduzeti sve razumne mjere nužne za sprječavanje i umanjeње štete.
- 9. PRIDRŽAJ VLASNIŠTVA**
- Roba ostaje vlasništvo PAG-a do konačnog plaćanja cijele Naknade. U slučaju da je plaćanje Naknade učinjeno putem upute banci ili ustanovi koja pruža financijske usluge, isto se neće smatrati konačnim sve dok se bezuvjetno i nepovratno knjiženje ne učini u korist računa PAG-a.
- 10. PRIJEBOJ I PRAVO ZADRŽANJA**
- Kupac je ovlašten na prijeboj samo ako je njegova protutražbina nesporna ili je o njoj donesena konačna sudska odluka. Kupac



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je također ovlašten prebiti tražbinu PAG-a sa svojom protutražbinom ako se ista temelji na njegovim pravima u slučaju nedostataka ili izvire iz istog ugovora o prodaji. Kupac je ovlašten ostvariti pravo zadržanja samo u slučaju da se njegova protutražbina temelji na istom ugovoru o prodaji.

11. SLUŽBA ZA KORISNIKE

U slučaju pitanja, zahtjeva ili prigovora molimo vas da se obratite našoj službi za korisnike putem

- (i) elektroničke pošte: onlineshop@porsche.de ili
- (ii) pošte: Porsche Sales & Marketplace GmbH, returns department, c/o LOEWE Logistics & Care GmbH & Co. KG, Röntgenstraße 17, 32052 Herford, Germany.

12. MJERODAVNO PRAVO I NADLEŽNOST

12.1. Na sve sporove koji proizlaze iz ili u vezi s ovim ugovorom primjenjuje se njemačko pravo uz isključenje Konvencije Ujedinjenih naroda o ugovorima o međunarodnoj prodaji robe (CISG). Unatoč primjeni njemačkog prava, Kupci koji su potrošači također uživaju zaštitu prema obveznim odredbama prava države u kojoj potrošač ima uobičajeno boravište. Primjena obvezujućih odredaba kojima se ograničava odabir mjerodavnog prava te posebice primjena obvezujućih propisa države u kojoj potrošač ima uobičajeno boravište, poput zakona o zaštiti potrošača, ostaje nepromijenjena.

12.2. U mjeri u kojoj je Kupac trgovac, mjesto isključive nadležnosti bit će sjedište PAG-a. Nadalje, primjenjive zakonske odredbe primjenjuju se u odnosu na lokalnu i međunarodnu nadležnost.

13. ZAVRŠNE ODREDBE

13.1. Izmjene i dopune ugovora i/ili ovih Općih uvjeta prodaje moraju biti načinjeni u pisanom obliku. Isto se primjenjuje i na bilo koju izmjenu ovog zahtjeva za pisanim oblikom.

13.2. Ako je pojedina odredba ugovora i/ili ovih Općih uvjeta prodaje nevaljana, u cijelosti ili u pojedinom dijelu, to ne utječe na valjanost preostalih odredbi.

Informacije potrošačima u skladu s njemačkim Zakonom o rješavanju sporova za potrošače (Verbraucherstreitbeilegungsgesetz; VSBG): Porsche Sales & Marketplace GmbH ne pristaje niti je obvezan sudjelovati u bilo kojem postupku za rješavanje sporova pred potrošačkim arbitražnim vijećem (*Verbraucherschlichtungsstelle*).

Informacije potrošačima u skladu s Uredbom Europske unije br. 524/2013: U svrhu izvansudskog rješavanja potrošačkih sporova, Europska komisija je uspostavila platformu za rješavanje sporova putem interneta (ODR). ODR platformi može se pristupiti na <http://ec.europa.eu/consumers/odr/>.

– Kraj uvjeta prodaje i isporuke –



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GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

FOR THE PORSCHE ONLINE SHOP (AS PART OF THE PORSCHE ONLINE MARKETPLACE FUNCTIONALITIES)

OF PORSCHE SALES & MARKETPLACE GMBH

CROATIA

1. SCOPE OF APPLICATION

1.1. Porsche Sales & Marketplace GmbH (formerly Porsche Smart Mobility GmbH), Porscheplatz 1, 70435 Stuttgart, Germany (hereafter referred to as **Porsche Sales & Marketplace**) operates under www.porsche.com various online marketplace functionalities (hereafter referred to as **Marketplace**) for the (i) sale of Porsche vehicles, parts, equipment and other vehicle related and vehicle independent products and (ii) provision of vehicle related and vehicle independent services. On the Marketplace Porsche Sales & Marketplace operates the online distribution channel Porsche Online Shop (hereafter referred to as **Porsche Online Shop**), under which the Porsche Sales & Marketplace GmbH, Porscheplatz 1, 70435 Stuttgart, Germany, (hereafter referred to as **PSM** or **We**) sells and delivers goods (hereafter referred to as **Goods**). Sales and deliveries of Goods by PSM on the basis of orders placed by the customer (hereafter referred to as **Customer** or **You**) via the Porsche Online Shop shall be made exclusively in accordance with the following General Terms and Conditions of Sale and Delivery for the Porsche Online Shop (hereafter referred to as **Terms of Sale**). The Customer accepts the Terms of Sale by the placing of an order or the receipt of delivery. The application of Customer's deviating or supplementary terms and conditions shall be excluded, even if they are not expressly objected to by PSM.

1.2. For the use of the Marketplace and the Porsche Online Shop operated by Porsche Sales & Marketplace the General Terms and Conditions for the use of the MyPorsche Portal and the Porsche Online Marketplace Functionalities (including the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter referred to as **Terms of Use**), downloadable at <https://connect-store.porsche.com/hr/en/t/termsandconditions>, shall apply.

1.3. "Customer" within the meaning of these Terms of Sale shall mean all consumers or businesses ordering Goods from PSM via the Porsche Online Shop for the sole purpose of end use.

2. DELIVERY RESTRICTIONS / DELIVERY AREAS

2.1. Delivery of Goods shall only be made to Customers for the purpose of end use.

2.2. Goods are only delivered to the following countries: Federal Republic of Germany (except Büsingen, Helgoland), Austria, United Kingdom, France (except Saint Pierre and Miquelon, New Caledonia, French Polynesia, Wallis and Futuna, the French Southern and Antarctic Territories, Saint-Barthélemy and the overseas departments of France (Martinique, Mayotte, Guadeloupe, Réunion, French Guiana and Saint-Martin), Spain (except the Canary Islands, Ceuta and

Melilla), Italy (except Livigno, Campione d'Italia and the Italian part of Lake Lugano between Ponte Tresa and Porto Ceresio), Denmark (except the Faroe Islands and Greenland), Estonia, Finland (except the Åland Islands), Luxembourg, Sweden, Belgium, Bulgaria, Romania, Ireland, Latvia, Lithuania, Netherlands (except Aruba, Bonaire, Curaçao, Saba, Sint Eustatius, Sint Maarten), Norway, Poland, Portugal, Switzerland, Slovakia, Slovenia, Czech Republic, Hungary, Greece (except Mount Athos), Croatia, Cyprus and Monaco.

2.3. For deliveries to UK, Norway or Switzerland, duties and/or similar charges may be incurred, and the Customer is obliged to bear any respective costs and to file and/or obtain any required declarations and approvals in due time and at its own expense. If, due to the culpable non-fulfillment of these obligations by the Customer, any delays, damage or other costs are incurred, these shall be borne by the Customer.

2.4. Delivery of Goods to countries other than those listed in Section 2.2. will not be made. Customers from other EU Member States, however, may have the possibility to order Goods and have them delivered to a delivery address in one of the countries listed in Section 2.2.

3. CONCLUSION OF THE SALES CONTRACT

3.1. In the Porsche Online Shop Customers may order listed goods from the respective sellers. Regarding the Goods of PSM, Porsche Sales & Marketplace functions as mediator for transactions concluded between the Customer and PSM by providing the Porsche Online Shop and advertising the offered Goods. Any sales contract is, however, solely concluded between PSM and the Customer.

3.2. The presentation of Goods in the Porsche Online Shop does not constitute binding offers by PSM to enter into a sales contract, but merely invite the Customer to make a binding declaration as to whether and which Goods it wants to order from PSM (*invitatio ad offerendum*). The Customer may choose Goods of PSM from the product range in the Porsche Online Shop and collect them in a so-called shopping cart via the button "Add to Cart". As part of the ordering process, the customer will be informed of any delivery restrictions in accordance with number 2. Before clicking the button "Order with Obligation to Pay", all Goods selected by the Customer, their total price including statutory VAT in the respective applicable amount as well as duties, charges and shipping costs are again displayed in an order overview to the Customer for review. At that stage, the Customer will have the opportunity to identify and correct any incorrect entries before finally placing the binding order. Before placing the binding order, the contractual provisions including these Terms of Sale can be accessed once again and saved in reproducible form by the Customer. Via the button "Order with Obligation to Pay", the Customer submits a binding offer for the conclusion of a sales contract on the Goods collected in



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the cart. The offer can, however, only be submitted and transferred if the Customer accepts, and thereby includes in its offer, these Terms of Sale by clicking a corresponding button.

- 3.3. PSM shall confirm receipt of the Customer's order by e-mail. However, such confirmation of receipt is not yet a legally binding acceptance of the Customer's order.
- 3.4. The contract shall only become effective once PSM has accepted the Customer's offer. PSM's order acceptance can be made expressly by way of a declaration in text form, e.g. by sending a written order confirmation by e-mail, or by PSM handing over the Goods for dispatch and informing the Customer accordingly. The sales contract shall be governed exclusively by the contents of the order acceptance and these Terms of Sale. Verbal agreements or promises shall only be valid if an authorized employee of PSM has confirmed them in writing.
- 3.5. If the Goods ordered by the Customer cannot be delivered, e.g. because the corresponding Goods are not in stock, PSM may refrain from accepting the order. In this case, no contract will be concluded. PSM shall inform the Customer thereof without undue delay.
- 3.6. The contract terms will be saved and stored after the contract has been concluded, but are no longer accessible to the Customer. The Customer will, however, be provided with any and all contractual provisions and these Terms of Sale (by e-mail or letter).

4. INSTRUCTIONS ON RIGHT OF WITHDRAWAL FOR CONSUMERS AND MODEL WITHDRAWAL FORM

If You as the Customer are a consumer pursuant to Sec. 13 of the German Civil Code (*Bürgerliches Gesetzbuch*, "BGB") (i.e. a natural person who enters into a legal transaction for purposes that predominantly are outside Your trade, business or profession), You shall have a right of withdrawal pursuant to statutory law, and in the following You are instructed on Your right of withdrawal:

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you have or a third party designated by you (who is not a carrier) has received the goods purchased by you, or, in the case of a contract relating to multiple goods ordered by you in one order and delivered separately, from the day on which you have or a third party designated by you (who is not a carrier) has received the last good purchased by you.

To exercise the right of withdrawal, you must inform us (Porsche Sales & Marketplace GmbH, returns department, c/o LOEWE Logistics & Care GmbH & Co. KG, Röntgenstraße 17, 32052 Herford, Germany - e-mail: onlineshop@porsche.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to Porsche Sales & Marketplace GmbH; returns department, c/o LOEWE Logistics & Care GmbH & Co. KG, Röntgenstraße 17, 32052 Herford, Germany, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods if you do not use the enclosed return note.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Model withdrawal form

To exercise the right of withdrawal, You may use the following model withdrawal form, but it is not obligatory.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To Porsche Sales & Marketplace GmbH returns department - c/o LOEWE Logistics & Care GmbH & Co. KG - Röntgenstraße 17, 32052 Herford, Germany - e-mail: onlineshop@porsche.de
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on(*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(*) Delete as appropriate



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5. PRICES AND PAYMENT

- 5.1. All prices are in EUR, including statutory VAT in the respective applicable amount. The flat shipping rate is added.
- 5.2. The prices, all price components such as statutory VAT in the respective applicable amount, surcharges or charges as well as the flat shipping rate (hereafter collectively referred to as **Remuneration**) for the respective order are indicated to the Customer in the Porsche Online Shop before the Customers places the respective binding order. The Remuneration becomes due for payment immediately upon conclusion of the sales contract. The payment methods with respect to the Remuneration are indicated in the Porsche Online Shop. If a credit card payment, credit transfer or direct debit is unpaid, revoked or returned, the bank charges thereby incurred by PSM shall be reimbursed by the Customer.

6. DELIVERY

- 6.1. Deliveries of Goods shall be made to the delivery address provided by the Customer at the flat shipping rate stated in each case. The delivery restrictions set forth in Section 2 shall apply.
- 6.2. Deliveries shall only be made upon receipt of full payment of the Remuneration or reciprocally and simultaneously against payment. Delivery dates and delivery periods are only binding if they have been agreed in the contract as binding. In case of shipments within Germany, delivery may take 2-3 working days from the receipt of payment. In case of deliveries outside Germany, delivery may take approx. 5 working days from the receipt of payment, whereas deliveries outside the EU may require additional customs clearance time. However, delivery time may not exceed 30 days from the receipt of payment.
- 6.3. Events that are unforeseeable, unavoidable and outside the sphere of influence of PSM, and for which PSM does not bear responsibility, such as acts of God, war, natural disasters or labor disputes, shall release PSM for the duration of such event from its obligation to make timely delivery. Delivery periods or dates, as the case may be, shall be extended or rescheduled, as applicable, by the length of such disturbance, and the Customer shall be informed of the occurrence of such disturbance in a reasonable manner. If the end of such disturbance is not foreseeable or should it continue for more than two months, either party may rescind the contract.
- 6.4. If deliveries by PSM are delayed, the Customer shall be entitled to rescind the contract only if PSM is responsible for the delay and a reasonable grace period set by the Customer has expired to no avail. PSM shall not be responsible for any delays caused by necessary customs clearance of the Goods.
- 6.5. Should the Customer be in default of the acceptance of delivery or should it be in breach of any other obligations to cooperate, PSM shall be entitled, without prejudice to its other rights, to reasonably store the Goods at the Customer's risk and expense or to rescind the contract in accordance with the statutory provisions.
- 6.6. PSM may make partial deliveries for good reason if and to the extent this is reasonable for the Customer.

7. WARRANTY / RIGHTS IN CASE OF DEFECTS

- 7.1. In case of material and legal defects of the Goods, the statutory provisions regarding Customer's rights in case of defects apply. Irrespective hereof, Section 8 shall apply in case of damage claims or claims for the reimbursement of expenses.
- 7.2. Any manufacturer's guarantees granted shall be effective in addition to Customer's rights in case of material and legal defects pursuant to Section 7.1. Details as to the scope of any such guarantees are set out in the guarantee terms supplied with the Goods, if applicable.

8. LIABILITY / LIMITATION OF LIABILITY

- 8.1. In case of slight negligence, PSM shall only be liable for violations of material contractual obligations (cardinal obligations). Cardinal obligations are material contractual obligations the contract is deemed to impose on PSM according to its objectives and purpose and a breach of which jeopardizes the purpose of the contract and which are deemed to be necessary for due and careful completion of the contract and may with good reason be permanently relied on by the Customer. In the event of a slight negligent breach of cardinal obligations, the liability of PSM shall be limited to the typically foreseeable damage at the time of entering into the contract. In all other respects, the liability of PSM for slight negligence shall be excluded.
- 8.2. The limitation of liability as set out above under Section 8.1 shall not apply to
- (i) damages for personal injuries or death caused by PSM;
 - (ii) damages with respect to defects concealed in bad faith;
 - (iii) damages based on the absence of a characteristic for which PSM has assumed a guarantee,
 - (iv) damages caused intentionally or by gross negligence by PSM, its legal representatives, its employees and/or vicarious agents, and/or
 - (v) any liability under the German Product Liability Act (*Produkthaftungsgesetz*) and in case of any further mandatory liability.

For the aforementioned exceptions, the statutory provisions shall apply.

- 8.3. In addition to Sections 8.1 and 8.2, the following shall apply to Goods with a data memory (e.g. mobile phones, laptops): the Customer shall be responsible for a regular and complete backup of its data. Liability of PSM for damage due to the loss of data shall therefore be limited to a maximum of the damage that would still have occurred for their recovery in case of a proper and regular data backup.
- 8.4. The Customer shall take all reasonable measures necessary to avert and reduce any damage.

9. RETENTION OF TITLE

The Goods shall remain the property of PSM until final payment of the entire Remuneration has been made. If payment of the Remuneration is made by means of an instruction or order to a bank or financial services institution, it shall not be deemed final



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until an unconditional, non-returnable credit has been made into the account of PSM.

10. SET-OFF AND RIGHT OF RETENTION

The Customer is only entitled to a set-off if its counterclaim is uncontested or has been finally adjudicated. The Customer is also entitled to a set-off against claims of PSM if its counterclaim is based on its rights in case of defects or arises from the same sales contract. The Customer is only entitled to assert a right of retention to the extent that its counterclaim is based on the same sales contract.

11. CUSTOMER SERVICE

In case of questions, claims or complaints, please contact our customer service by

- (i) e-mail: onlineshop@porsche.de or
- (ii) mail: Porsche Sales & Marketplace GmbH, returns department, c/o LOEWE Logistics & Care GmbH & Co. KG, Röntgenstraße 17, 32052 Herford, Germany.

12. APPLICABLE LAW / JURISDICTION

- 12.1. For all disputes arising from or in relation to this contractual relationship, German law applies under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Despite the application of German law, Customers who are consumers also enjoy the protection of the mandatory provisions of the law of the country, in which the consumer has its habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the country in which the consumer has its habitual residence, such as consumer protection laws, shall remain unaffected.
- 12.2. To the extent that the Customer is a merchant, exclusive place of jurisdiction shall be the seat of PSM. Furthermore, the applicable statutory provisions shall apply with respect to the local and international jurisdiction.

13. FINAL PROVISIONS

- 13.1. Amendments of and supplements to the contract and/or these Terms of Sale must be made in writing. The same shall apply to any amendment of this written form requirement.
- 13.2. If a provision of the contract and/or these Terms of Sale is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected thereby.

Consumer information pursuant to the German law on dispute resolution for consumers (Verbraucherstreitbeilegungsgesetz; VSBG): Porsche Sales & Marketplace GmbH is neither willing nor obliged to participate in any dispute resolution proceedings before a consumer arbitration panel (*Verbraucherschlichtungsstelle*).

Consumer information pursuant to Regulation (EU) No. 524/2013: For the purpose of settling consumer disputes out of court, the European Commission has established a platform for online dispute resolution (ODR). The ODR platform can be accessed at <http://ec.europa.eu/consumers/odr/>.

– End of sales and delivery conditions –