



PORSCHE

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

IRELAND

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](http://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/ie/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 may 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 invites 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. By clicking the button "Order with



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Obligation to Pay”, the Customer submits a binding offer for the conclusion of a sales contract on the Goods collected in 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 authorised employee of PSM has confirmed them in writing.
- 3.5. If the Goods ordered by the Customer cannot be delivered, e.g. because the selected 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 will no longer be 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 section 2 of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. 484/2013) (hereafter referred to as the **Regulations**) (i.e. a natural person who is acting for purposes which are outside Your trade, business, craft 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, D-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, D-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

**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.



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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 each order is indicated to the Customer in the Porsche Online Shop before the Customer places its 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 labour 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 applicable law.

6.6. PSM may make partial delivery 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 culpably caused personal injuries;
- (ii) damages with respect to defects concealed in bad faith;
- (iii) breach of the Customer's statutory rights;
- (iv) damages based on the absence of a characteristic for which PSM has assumed a guarantee;
- (v) damages caused intentionally or by gross negligence by PSM, its legal representatives, its employees and/or vicarious agents; and/or
- (vi) 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 until an unconditional, non-returnable credit has been made into the account of PSM.



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## **10. SET-OFF AND RIGHT OF RETENTION**

online dispute resolution (ODR). The ODR platform can be accessed at <http://ec.europa.eu/consumers/odr/>.

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.

**– End of sales and delivery conditions –**

## **11. CUSTOMER SERVICE**

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

- (i) e-mail: [onlineshop@porsche.de](mailto:onlineshop@porsche.de) or
- (ii) mail: Porsche Sales & Marketplace GmbH, returns department, c/o LOEWE Logistics & Care GmbH & Co. KG, Röntgenstraße 17, D-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 they have their 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 not a consumer for the purposes of section 2 of the Regulations, 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 Irish law on dispute resolution for consumers:** Porsche Sales & Marketplace GmbH is neither willing nor obliged to participate in any dispute resolution proceedings.

**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