



PORSCHE

SPLOŠNI PRODAJNI IN DOBAVNI POGOJI

ZA SPLETNO TRGOVINO PORSCHE (KOT DEL FUNKCIJ SPLETNE TRŽNICE PORSCHE)

DRUŽBE PORSCHE SALES & MARKETPLACE GMBH

SLOVENIJA

1. PODROČJE UPORABE

- 1.1. Porsche Sales & Marketplace GmbH (prejPorsche Smart Mobility GmbH), Porscheplatz 1, 70435 Stuttgart, Nemčija (v nadaljevanju: **Porsche Sales & Marketplace**) na strani [www.porsche.com](http://www.porsche.com) upravlja različne funkcije spletne tržnice (v nadaljevanju: **Tržnica**) za (i) prodajo vozil, delov, opreme in drugih z vozili povezanih in od vozil neodvisnih izdelkov Porsche ter (ii) zagotavljanje z vozili povezanih in od vozil neodvisnih storitev. Porsche Sales & Marketplace na Tržnici upravlja spletni distribucijski kanal Porsche Online Shop (v nadaljevanju: **Spletna trgovina Porsche**), po katerem družba Porsche Sales & Marketplace GmbH, Porscheplatz 1, 70435 Stuttgart, Nemčija (v nadaljevanju: **PSM** ali **mi**) prodaja in dobavlja blago (v nadaljevanju: **Blago**). Prodaja in dobava Blaga s strani družbe PSM na podlagi naročil, ki jih odda stranka (v nadaljevanju: **Stranka** ali **vi**) prek Spletne trgovine Porsche bo potekala izključno v skladu z naslednjimi Splošnimi prodajnimi in dobavnimi pogoji za Spletno trgovino Porsche (v nadaljevanju: **Prodajni pogoji**). Stranka Prodajne pogoje sprejme ob oddaji naročila ali prejemu dobave. Veljavnost odstopajočih ali dopolnilnih pogojev Stranke je izključena, četudi jim PSM izrecno ne nasprotuje.
- 1.2. Za uporabo Tržnice in Spletne trgovine Porsche, ki jo upravlja Porsche Sales & Marketplace, veljajo Splošni pogoji za uporabo portala MyPorsche in spletnih funkcij Tržnice Porsche (vključno s Trgovino Porsche Connect) ter prodajo Storitev Porsche Connect in Izdelkov Porsche Sales & Marketplace (v nadaljevanju: **Pogoji uporabe**), ki so na voljo za prenos na <https://connect-store.porsche.com/si/en/t/termsandconditions>.
- 1.3. »Stranka« v teh Prodajnih pogojih pomeni vse potrošnike ali podjetja, ki naročajo Blago pri družbi PSM z uporabo Spletne trgovine Porsche izključno za namene končne uporabe.

2. OMEJITVE DOBAVE / PODROČJA DOBAVE

- 2.1. Dobava Blaga je mogoča le za Stranke za namene končne uporabe.
- 2.2. Blago se dostavlja samo v naslednje države: Zvezna republika Nemčija (razen Büsingena, Helgolanda), Avstrija, Združeno kraljestvo, Francija (razen Saint Pierra in Miquelona, Nove Kaledonije, Francoske Polinezije, Wallis in Futune, Francoskih južnih in antarktičnih ozemelj, Saint-Barthélemyja in čezmorskih departmajev Francije (Martinik, Mayotte, Guadeloupe, Réunion, Francoska Gvajana in Saint-Martin)), Španija (razen Kanarskih otokov, Ceute in Melille), Italija (razen Livigna, Campione d'Italia in italijanskega dela Luganskega jezera med Ponte Tresa in Porto Ceresio), Danska (razen Ferskih otokov in Grenlandije), Estonija, Finska (razen Ålandskih otokov), Luksemburg, Švedska, Belgija, Bolgarija, Romunija, Irska, Latvija,

Litva, Nizozemska (razen Arube, Bonaire, Curaçaa, Sabe, Sint Eustatiusa, Sint Maartena), Norveška, Poljska, Portugalska, Švica, Slovaška, Slovenija, Češka, Madžarska, Grčija (razen gore Atos), Hrvaška, Ciper in Monako.

- 2.3. Za dobave v Združeno kraljestvo, Norveško ali Švico se lahko zaračunajo takse in/ali podobne dajatve in Stranka je dolžna plačati kakršne koli tovrstne stroške ter pravočasno in na lastne stroške vložiti in/ali pridobiti kakršne koli potrebne izjave in dovoljenja. Če po krivdi Stranke zaradi neizpolnitve teh obveznosti pride do zamud, škode ali drugih stroškov, jih nosi Stranka.
- 2.4. Dobave v države, ki niso navedene v točki 2.2., niso možne. Stranke iz drugih držav članic EU pa imajo možnost naročiti Blago in za dostavo navesti naslov v eni izmed držav, navedenih v točki 2.2.

3. SKLENITEV PRODAJNE POGODBE

- 3.1. V Spletni trgovini Porsche Stranke lahko naročajo navedeno blago pri prodajalcih. Glede Blaga družbe PSM družba Porsche Sales & Marketplace deluje kot posrednik za transakcije, sklenjene med Stranko in družbo PSM, tako da zagotavlja Spletno trgovino Porsche in oglašuje Blago iz ponudbe. Vendar pa je vsaka prodajna pogodba sklenjena izključno med družbo PSM in Stranko.
- 3.2. Predstavitev Blaga v Spletni trgovini Porsche ne predstavlja zavezujoče ponudbe družbe PSM za sklenitev prodajne pogodbe, temveč zgolj vabi Stranko, naj poda zavezujočo izjavo, ali in katero Blago želi naročiti pri družbi PSM (*invitatio ad offerendum*). Stranka lahko izbere Blago družbe PSM iz nabora izdelkov v Spletni trgovini Porsche in jih doda v t. i. nakupovalno košarico s klikom na gumb »Add to Cart (Dodaj v košarico)«. V okviru postopka naročanja bo kupec obveščen o morebitnih omejitvah dostave v skladu s številko 2. Pred klikom na gumb »Order with Obligation to Pay (Naročilo z obveznostjo plačila)« se vse Blago, ki ga je Stranka izbrala, skupni znesek z DDV v ustrezni višini ter vse dajatve, takse in stroški poštnine ponovno prikažejo v pregledu naročila, da jih Stranka pregleda. V tej fazi ima Stranka možnost opaziti in popraviti morebitne napačne vnose, preden dokončno odda zavezujoče naročilo. Pred oddajo zavezujočega naročila si lahko Stranka še enkrat ogleda pogodbeno določila, vključno s temi Prodajnimi pogoji, in jih shrani v obliki, ki omogoča reproduciranje. S klikom na gumb »Order with Obligation to Pay (Naročilo z obveznostjo plačila)« Stranka odda zavezujočo ponudbo za sklenitev prodajne pogodbe za Blago, zbrano v košarici. Ponudbo pa je mogoče oddati in prenesti le, če Stranka s klikom na ustrezni gumb sprejme in s tem vključi v ponudbo te Prodajne pogoje.
- 3.3. Družba PSM potrdi prejem Strankinega naročila z elektronskim sporočilom. Vendar takšno potrdilo o



PORSCHE

prejemu še ne pomeni pravno zavezujočega sprejema Strankine ponudbe.

- 3.4. Pogodba začne veljati šele, ko družba PSM sprejme Strankino ponudbo. Družba PSM lahko naročilo sprejme z izrecno izjavo v pisni obliki, npr. tako, da pošlje pisno potrditev naročila po elektronski pošti, ali tako, da odda Blago v odpremo in o tem ustrezno obvesti Stranko. Za prodajno pogodbo velja izključno vsebina sprejema naročila in teh Prodajnih pogojev. Ustni dogovori ali obljube so veljavni le, če jih pooblaščenec sodelavec družbe PSM potrdi v pisni obliki.
- 3.5. Če Blaga, ki ga je naročila Stranka, ni mogoče dobaviti, npr. ker ustreznega Blaga ni na zalogi, družba PSM ne sprejme naročila. V tem primeru pogodba ni sklenjena. Družba PSM o tem Stranko nemudoma obvesti.
- 3.6. Pogodbena določila se po sklenitvi pogodbe shranijo, vendar Stranki niso več dostopna. Stranka pa prejme vsa pogodbena določila in te Prodajne pogoje (po elektronski ali navadni pošti).

#### 4. NAVODILA GLEDE PRAVICE DO ODSTOPA ZA POTROŠNIKE IN OBRAZEC ZA ODSTOP OD POGODBE

Če ste kot Stranka potrošnik v smislu 13. člena nemškega civilnega zakonika (*Bürgerliches Gesetzbuch*, v nadaljevanju: **BGB**) (tj. fizična oseba, ki sklene pravni posel za namen, ki je pretežno izven področja njene dejavnosti, poslovanja ali poklica), imate po zakonu pravico do odstopa in v nadaljevanju so podana navodila glede vaše pravice do odstopa:

##### Navodila glede odstopa od pogodbe

###### Pravica do odstopa od pogodbe

Pravico imate, da odstopite od te pogodbe v 14 dneh brez navedbe razloga.

Odstopni rok se izteče po 14 dneh od dneva, ko ste vi ali tretja oseba, ki ste jo imenovali (ki ni prevoznik), prejeli blago, ki ste ga kupili, oziroma v primeru pogodbe za več kosov blaga, ki ste jih naročili v enem naročilu in so dostavljeni ločeno, od dneva, ko ste vi ali tretja oseba, ki ste jo imenovali (ki ni prevoznik), prejeli zadnji kos blaga, ki ste ga kupili.

Za uveljavljanje pravice do odstopa nas morate obvestiti (Porsche Sales & Marketplace GmbH, returns department, c/o LOEWE Logistics & Care GmbH & Co. KG, Röntgenstraße 17, 32052 Herford, Germany - e-mail: [onlineshop@porsche.de](mailto:onlineshop@porsche.de)) o svoji odločitvi glede odstopa od te pogodbe z nedvoumno izjavo (npr. z dopisom po pošti, faksu ali elektronski pošti). Lahko uporabite priloženi obrazec za odstop, ni pa obvezno.

Šteje se, da je odstop podan v roku, če je sporočilo glede uveljavljanja pravice do odstopa oddano pred potekom odstopnega roka.

###### Učinki odstopa od pogodbe

Če odstopite od te pogodbe, vam bomo povrnili vsa plačila, ki smo jih prejeli z vaše strani, vključno s stroški dostave (razen dodatnih stroškov, ki bi nastali zaradi vaše izbire dostave, ki ne bi bila najcenejša standardna dostava, ki jo ponujamo), in sicer nemudoma, v vsakem primeru pa najkasneje v 14 dneh od dneva, ko prejmemo vašo izjavo o odstopu od te pogodbe. Povračilo stroškov bo izvedeno na enak način, kot ste prvotno plačilo opravili vi, razen če izrecno soglašate z drugačnim načinom; v vsakem primeru vam za takšno povračilo ne bodo nastali nikakršni stroški. Povračilo lahko zadržimo vse do

prejema vrnjenega blaga ali predložitve dokazila, da ste blago poslali nazaj, kar koli nastopi prej.

Blago pošljete nazaj ali ga predate družbi Porsche Sales & Marketplace GmbH; returns department, c/o LOEWE Logistics & Care GmbH & Co. KG, Röntgenstraße 17, 32052 Herford, Germany, in sicer takoj, najkasneje pa v 14 dneh od dneva, ko nas obvestite o odstopu od te pogodbe. Vračilo je pravočasno, če ste blago odposlali pred potekom 14-dnevnega roka.

Če ne uporabite priložene povratnice, morate sami kriti stroške vračila blaga.

Odgovorni ste le za zmanjšano vrednost blaga, do katere bi prišlo zaradi ravnanja, ki ni potrebno za ugotovitev narave, lastnosti in delovanja blaga.

##### Obrazec za odstop od pogodbe

Za uveljavljanje pravice do odstopa lahko uporabite priloženi obrazec za odstop, ni pa obvezno.

##### Obrazec za odstop od pogodbe

(ta obrazec izpolnite in vrnete le, če želite odstopiti od pogodbe)

- Porsche Sales & Marketplace GmbH - returns department - c/o LOEWE Logistics & Care GmbH & Co. KG - Röntgenstraße 17, 32052 Herford, Germany - e-mail: [onlineshop@porsche.de](mailto:onlineshop@porsche.de)
- Podpisani (\*) podajam/-o izjavo o odstopu od (\*) pogodbe o prodaji za naslednje blago (\*)/za opravljanje naslednjih storitev (\*),
- Naročeno dne (\*)/prejeto dne (\*),
- Ime potrošnika/-ov,
- Naslov potrošnika/-ov,
- Podpis potrošnika/-ov (le če je obrazec v tiskani obliki),
- Datum

(\*) po potrebi izbrišite

##### 5. CENE IN PLAČILO

5.1. Vse cene so v evrih in vključujejo DDV v ustreznih zakonsko določeni višini. Dodani so pavšalni stroški dostave.

5.2. Cene, vsi sestavni deli cen, kot je DDV v ustreznih zakonsko določeni višini, doplačila ali takse ter pavšalni stroški dostave (v nadaljevanju skupaj: **Nadomestilo**) za posamezno naročilo so prikazani Stranki v Spletni trgovini Porsche, preden Stranka odda zavezujoče naročilo. Nadomestilo zapade v plačilo takoj po sklenitvi prodajne pogodbe. Načini plačila Nadomestila so navedeni v Spletni trgovini Porsche. Če je plačilo s kreditno kartico, prenos dobroimetja ali direktna bremenitev zavrnjena ali ni izvedena, stroške banke, ki pri tem nastanejo družbi PSM, povrne Stranka.

##### 6. DOBAVA

6.1. Dobava Blaga se izvrši na naslov za dostavo, ki ga navede Stranka, zaračunajo pa se pavšalni stroški dostave, kot so vsakokrat navedeni. Veljajo omejitve dobave, kot so navedene v točki 2.

6.2. Dobava se izvrši šele po prejemu plačila celotnega Nadomestila ali hkrati s plačilom. Datum in čas dostave je zavezujoč le, če je bil kot zavezujoč naveden v pogodbi. V primeru dostave znotraj Nemčije traja



PORSCHE

- dostava 2–3 delovne dneve od prejema plačila. Zunaj Nemčije pa traja dostava približno 5 delovnih dni od prejema plačila, pri čemer je pri dostavah izven EU lahko potreben dodaten čas za postopek carinjenja. Vendar pa čas dostave ne sme preseči 30 dni od dneva prejema plačila.
- 6.3. Zaradi dogodkov, ki so nepredvidljivi, neizogibni in na katere družba PSM ne more vplivati in zanje ni odgovorna, kot so višja sila, vojna, naravne nesreče, delavski upori ali pandemija, epidemija, izbruhi nalezljive bolezni ali drugi krizni dogodki glede javnega zdravja, je družba PSM med trajanjem takšnega dogodka odvezana obveznosti pravočasne dobave. Za čas trajanja takšne motnje se čas dostave podaljša ali pa se spremeni datum dostave, odvisno od primera, in Stranka mora biti o pojavu takšne motnje na primeren način obveščena. Če konca takšne motnje ni mogoče predvideti ali traja več kot dva meseca, lahko katera koli pogodbeni stranka odstopi od pogodbe.
- 6.4. Če družba PSM zamuja z dostavo, je Stranka upravičena odstopiti od pogodbe le, če je za zamudo odgovorna družba PSM in je brez uspeha potekel tudi dodatni rok, ki ga je postavila Stranka. Družba PSM ni odgovorna za kakršne koli zamude, do katerih pride zaradi potrebnih postopkov carinjenja Blaga.
- 6.5. Če Stranka ne sprejme dostave ali krši katere koli druge obveznosti sodelovanja, je družba PSM upravičena, ne da bi to vplivalo na njene druge pravice, primerno hraniti Blago na odgovornost in stroške Stranke ali odstopiti od pogodbe v skladu z zakonskimi določili.
- 6.6. Družba PSM lahko iz utemeljenih razlogov izvaja delne dostave, če in kolikor je to za Stranko smiselno.
- 7. GARANCIJA / PRAVICE V PRIMERU NAPAK**
- 7.1. V primeru stvarnih in pravnih napak na Blagu veljajo zakonska določila glede pravic Stranke v primeru napak. Ne glede na to v primeru odškodninskih zahtevkov ali zahtevkov za povračilo stroškov velja točka 8.
- 7.2. Morebitne garancije proizvajalca veljajo poleg pravic Stranke v primeru stvarnih in pravnih napak v skladu s točko 7.1. Podrobnosti o obsegu morebitnih takšnih garancij so navedene v garancijskih pogojih, priloženih Blagu, če je ustrezno.
- 8. ODGOVORNOST / OMEJITEV ODGOVORNOSTI**
- 8.1. V primeru lahke malomarnosti družba PSM odgovarja le za kršitve bistvenih pogodbenih obveznosti (temeljnih obveznosti). Temeljne obveznosti so bistvene pogodbene obveznosti družbe PSM v skladu s cilji in nameni pogodbe, kršitev katerih ogroža namen pogodbe in ki so potrebne za ustrezno in skrbno izpolnjevanje pogodbe in se lahko Stranka nanje upravičeno ves čas zanaša. V primeru kršitve temeljnih obveznosti iz lahke malomarnosti je odgovornost družbe PSM omejena na tipično škodo, ki jo je mogoče predvideti ob sklenitvi pogodbe. Sicer je odgovornost družbe PSM za lahko malomarnost izključena.
- 8.2. Omejitev odgovornosti, kot je opisana zgoraj v točki 8.1, ne velja za
- (i) škodo za krivdno povzročene telesne poškodbe,
  - (ii) škodo v zvezi z zlonamerno prikritimi napakami,
- (iii) škodo na podlagi manjkajočih lastnosti, za katere je družba PSM podala jamstvo,
  - (iv) škodo, povzročeno namerno ali iz hude malomarnosti s strani družbe PSM, njenih zastopnikov, zaposlenih in/ali pooblaščenecv, in/ali
  - (v) kakršno koli odgovornost v skladu z nemškimi Zakonom o odgovornosti za izdelke (*Produkthaftungsgesetz*) in v primeru kakršne koli druge odgovornosti, ki je ni mogoče izključiti.
- Za zgoraj navedene izjeme veljajo zakonska določila.
- 8.3. Poleg točk 8.1 in 8.2 za Blago s podatkovnim spominom (npr. mobilni telefoni, prenosni računalniki) velja: Stranka je odgovorna za redne in popolne varnostne kopije svojih podatkov. Odgovornost družbe PSM za škodo zaradi izgube podatkov je zato omejena največ do škode, do katere bi pri povrnitvi podatkov še vedno prišlo, če bi bile redno narejene ustrezne varnostne kopije.
- 8.4. Stranka mora izvesti vse smotrne ukrepe, ki so potrebni za preprečevanje in zmanjšanje kakršne koli škode.
- 9. PRIDRŽEK LASTNINSKE PRAVICE**
- Blago je last družbe PSM vse do končnega plačila celotnega Nadomestila. Če je plačilo Nadomestila izvedeno z navodilom ali nalogom banki ali instituciji za finančne storitve, ne velja za končno, dokler brezpogojno in nevračljivo dobroimetje ni na računu družbe PSM.
- 10. POBOT IN PRIDRŽNA PRAVICA**
- Stranka je do pobota upravičena le, če njen nasprotni zahtevek ni sporen ali je bilo o njem dokončno odločeno. Stranka je do pobota s terjatvami družbe PSM upravičena tudi, če njen nasprotni zahtevek temelji na njenih pravicah v primeru napak ali izhaja iz iste prodajne pogodbe. Stranka je upravičena uveljavljati pridržno pravico le, kolikor njen nasprotni zahtevek izhaja iz iste prodajne pogodbe.
- 11. STORITVENI CENTER ZA STRANKE**
- V primeru vprašanj, zahtev ali pritožb se lahko obrnete na naš storitveni center za stranke
- (i) po elektronski pošti: [onlineshop@porsche.de](mailto:onlineshop@porsche.de) ali
  - (ii) ali navadni pošti: Porsche Sales & Marketplace GmbH, returns department, c/o LOEWE Logistics & Care GmbH & Co. KG, Röntgenstraße 17, 32052 Herford, Germany..
- 12. VELJAVNO PRAVO / PRISTOJNOST**
- 12.1. Za vse spore, ki bi izhajali ali bili v zvezi s tem pogodbenim razmerjem, se uporablja nemško pravo ob izključitvi Konvencije Združenih narodov o pogodbah o mednarodni prodaji blaga. Kljub veljavnosti nemškega prava Stranke, ki so potrošniki, ščitijo tudi obvezna zakonska določila, ki veljajo v državi, v kateri ima potrošnik stalno prebivališče. Veljavnost obveznih določil, ki omejujejo izbiro prava in zlasti veljavnost obveznih zakonov v državi, v kateri ima potrošnik stalno prebivališče, kot so zakoni o varstvu potrošnikov, ostane nespremenjena.



**PORSCHE**

12.2. Če je Stranka trgovec, velja izključna pristojnost sodišča po sedežu družbe PSM. V zvezi z lokalno in mednarodno sodno pristojnostjo se uporabljajo veljavna zakonska določila.

### **13. KONČNE DOLOČBE**

13.1. Spremembe in dopolnitve pogodbe in/ali teh Prodajnih pogojev morajo biti v pisni obliki. Enako velja za kakršna koli odstopanja od te zahteve po pisni obliki.

13.2. Če je določilo pogodbe in/ali teh Prodajnih pogojev v celoti ali delno neveljavno, to ne vpliva na veljavnost preostalih določil.

13.3. Ti Prodajni pogoji so sestavljeni v angleškem in slovenskem jeziku. V primeru razlik med slovensko in angleško različico prevlada slovenska različica.

**Obvestilo za potrošnike v skladu z nemškim zakonom o reševanju potrošniških sporov (Verbraucherstreitbeilegungsgesetz; VSBG):** Družba Porsche Sales & Marketplace GmbH ne želi in ni zavezana k sodelovanju v kakršnih koli postopkih reševanja potrošniških sporov pred arbitražnim senatom (Verbraucherschlichtungsstelle).

**Obvestilo za potrošnike v skladu z Uredbo (EU) št. 524/2013:** Za izvensodno reševanje potrošniških sporov je Evropska komisija ustanovila platformo za spletno reševanje sporov (SRS). Platforma za SRS je na voljo na <http://ec.europa.eu/consumers/odr/>.

**– Konec prodaje in pogoji dostave –**



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

SLOVENIA

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/si/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



# PORSCHE

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](mailto: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](mailto: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.

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



## PORSCHE

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, labor disputes or epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, 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 culpably caused personal injuries;
  - (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 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.



**PORSCHE**

## 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, 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.
- 13.3. These Terms of Sale are drafted in English and in Slovenian language. In case of any discrepancy between the Slovenian and English version, the Slovenian version shall prevail.

**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 –