GENERAL TERMS AND CONDITIONS OF THE AUTO UNION GMBH ONLINE SHOP

The contractual party for orders is Auto Union GmbH („Auto Union“) with headquarters in Ingolstadt, Germany, address:

Auto Union GmbH
Auto Union-Straße 1,
85045 Ingolstadt.

All communication, complaints, etc. may be addressed to Auto Union GmbH by e-mail or in writing:
Service Center post address:

Audi Tradition
Mühringweg/(-straße), Halle 43
74936 Siegelsbach
audi.tradition@audi.de.

I. Applicability of the terms and conditions and subject of the contract

1. These terms and conditions shall apply to services we offer as well as to the sale of accessories and spare parts for historic vehicles (old and young timers) of the brands AUDI, Auto Union, DKW, Wanderer, Horch and NSU. This includes second-hand parts which may be partially damaged as well as replicas of original parts.
2. Auto Union‘s deliveries, services and offers shall be exclusively based on these terms and conditions. The effectiveness of other general terms and conditions is hereby explicitly contradicted. This shall also apply if the customer accepts an offer from Auto Union under reference to its terms and conditions or conditions of sale.
3. The offered repair manuals, spare parts catalogues and historical user manuals are copies of the original documents.

II. Availability of spare parts and accessories

The offered spare parts and accessories are in part remainders resp. promotional items, which cannot be continuously replenished and are therefore only available to a limited extent. Accordingly, we are not able to assure availability. All information contained in the catalogue is for informational purposes only. The catalogue stock does not necessarily have to reflect the available parts in full.

III. Conclusion of the contract

1. Auto Union‘s display of products in the catalogue is for information purposes only and does not constitute a binding offer by Auto Union. Any and all product offers in Auto Union‘s catalogue are subject to alteration and non-binding.
   All images used in the online presentation to display products are sample photos only. They do not represent the respective product lifelike in each case and are for illustration purposes only. The products sent may differ from the image. The technical description of the product is decisive.
2. By pressing the „Purchase“ button, the customer bindingly offers to enter into a sales contract in accordance with the aforementioned essential contractual contents.
3. After receipt of the order, the customer receives an automatic confirmation of receipt of the order by e-mail. This automatic confirmation of the receipt of the order is for the purpose of informing the customer of the receipt only and as well as following status reports shall not constitute an acceptance of the offer by Auto Union.
4. A sales contract between Auto Union and the customer is only concluded:

– as soon as Auto Union explicitly accepts the offer to enter into a sales contract with the customer in response to the customer‘s order, or
– as soon as Auto Union charges the price of the ordered products to the indicated credit card account if the customer has selected payment by credit card, or
– with the dispatch of the products.

The provision of Sec. 147 para. 2 BGB (German Civil Code) shall remain unaffected.

5. If Auto Union fails to deliver the ordered products without fault, it is entitled to withdraw from the contract. Auto Union shall be obliged to inform the contractual party without undue delay of the obstacle to delivery and to refund any consideration by the contractual party without undue delay.

IV. Prices and delivery costs

1. The indicated prices are final prices in Euro including VAT at the statutory rate, excluding delivery, freight, postage and packaging costs.
2. All prices indicated on Auto Union‘s websites, catalogues, brochures and in the order confirmation are subject to spelling, printing or calculation errors and shall be deemed non-binding.
3. The incurred delivery and packaging costs are based on the information given in the online presentation. Deviations may occur in the case of dispatching particularly heavy or bulky goods. Auto Union will inform the customer hereof without undue delay prior to conclusion of the contract.

V. Payment terms

1. Payments can be made as follows:

– Credit card
– Payment on account*
– Paypal
– Immediate Transfer (Sofortüberweisung)

* only for business partners and commercial customers

2. The delivery of the products shall only be effected upon prior payment, unless payment on account has been agreed.
   If the customer has selected payment on account, the customer is obliged to settle the invoice within 14 days.
3. The customer shall bear the transaction costs incurred for a particular payment method.

VI. Right of withdrawal

Provided that the customer is a consumer within the meaning of Sec. 13 BGB, the customer is entitled to a statutory right of withdrawal. According to Sec. 13 BGB, a consumer is any natural person who concludes a legal transaction for a purpose that cannot be attributed to either their commercial or their self-employed work.

In detail:

Instruction on the right of withdrawal

Right of withdrawal

You can withdraw from the contract within 14 days without giving any reasons in writing (e.g. letter, e-mail). The withdrawal period shall begin on the day you or a third party other than the carrier indicated by you acquires physical possession of the products or in case of partial deliveries of products in multiple parcels on the day the last partial delivery is acquired. To meet the withdrawal deadline, it is sufficient for the withdrawal or the products to be sent in time. The withdrawal shall be addressed to:

Service Center post address:
Audi Tradition
Mühringweg(-straße), Halle 43
74936 Siegelsbach
audi.tradition@audi.de.

Effects of withdrawal

If you withdraw from your contract with Auto Union, Auto Union shall reimburse without undue delay and in any event not later than 14 days from the date on which Auto Union receives notification of your withdrawal from the contract, all payments received by Auto Union from you, including 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 Auto Union). For this reimbursement, Auto Union will use the same payment

method as you used for the initial transaction, unless expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. Auto Union may withhold reimbursement until Auto Union has received the products back or you have provided evidence of having sent back the products, whichever occurs sooner.
Products suitable for parcel shipment shall be returned at the risk of Auto Union. The regular costs of return shall be borne by the customer. Products that cannot be sent as parcels will be collected at your place. You must fulfil your obligations to reimburse payments within 30 days. The period begins for you on the day you send your withdrawal notice or the products, for Auto Union with its receipt.

End of the instruction on the right of withdrawal

VII. Right to set-off
The customer is only entitled to set off against Auto Union's claims arising from the sales contract if either the customer's counterclaim is undisputed or ready for decision or a legally enforceable title exists. In all other cases, set-off is only permitted with Auto Union's explicit written consent.

VIII. Time of delivery
1. The time of delivery for spare parts and accessories is 14 days from conclusion of contract. When ordering information services, the time of delivery can increase up to 6 weeks due to required research efforts.
2. Auto Union is entitled to partial deliveries and partial performances provided that the deliveries are made within the agreed time and the partial deliveries / partial performances are of interest and reasonable for the customer. If partial deliveries/partial performances are made, Auto Union shall bear the additional costs incurred.

IX. Transfer of risk
The risk is transferred to the customer when the products are passed. If the customer is not a consumer, the risk already transfers with passing the products to the carrier.

X. Warranty and liability provisions
1. Complaints (warranty claims) can be sent by e-mail or in writing to Auto Union (see address above). Complaint returns must be sent to the following address of the post service-centre:

   Audi Tradition
   Mühringweg(-straße), Halle 43
   74936 Siegelsbach
   audi.tradition@audi.de

   In the event of a defect, Auto Union will bear the cost of the return. The customer can claim subsequent performance, reduce the price, withdraw from the sales contract or claim compensation for damages or expenses in accordance with the applicable statutory provisions. Any guarantees given by manufacturers of delivered products which go beyond the statutory warranty provisions shall be directed against these manufacturers.
2. Auto Union shall be liable for injury of life, limb or health and in general for all damages resulting from intent or gross negligence in accordance with the statutory provisions. In all other respects, Auto Union shall only be liable, regardless of the legal grounds, for culpable breach of essential contractual obligations (see XI. 3.) or to the extent that Auto Union fraudulently concealed the defect or provided a guarantee for the quality of the delivery item. Damages for the violation of essential contractual obligations (see XI.3.) are, however, limited to the foreseeable damage typical for this type of contract. Liability under the Product Liability Act remains unaffected.
3. The essential contractual obligations are such obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contracting party regularly trusts and may rely.

XI. Condition of spare parts offered
1. The condition is determined by the specific descriptions of the individual spare parts in the online shop. In general, Auto Union distinguishes between different part states, which are further specified in the performance description of the product/spare part.

a. „as-new": These are new original parts that have been transferred to the Audi Tradition stock after the regular supply period has expired. Depending on the packaging, slight traces of storage may have occurred over the years, e.g. in form of dirt or slight scratches.
b. „new": These are original new productions which have been produced on behalf of Audi Tradition.
c. „used": These are parts that have already been used, which possibly have limited functionality and partly only exist in fragments, so that they can be cleaned, reconditioned and repaired by the customer or serve as samples for new productions (details can be obtained from the images). Neither the serviceability nor the suitability can be guaranteed.

2. In case the products show natural wear and tear or signs of aging, this shall not constitute a material defect.

XII. Limitation period
1. If the customer is a consumer, the claims for material defects for new vehicle parts shall become limited to two years, for parts in new condition or second-hand in one year from delivery of the product. In all other respects, the limitation period, if the customer is a consumer, shall be determined in accordance with the statutory provisions.
2. If the customer is an entrepreneur, claims due to material defects are limited to one year, except for fraudulent concealment of defects or a guarantee of condition given by Auto Union.

XIII. Retention of title
1. The delivered products remain the property of Auto Union until full payment of all claims arising from the sales contract.
2. Dispositions of the products which are subject to retention of title are not permitted. The customer shall notify distraints made by third parties without undue delay in writing.
3. If the customer resells the retention products contrary to XIV. 2., the customer hereby assigns the arising claims to Auto Union. The assigned claim shall serve to secure the products sold by Auto Union. If the products are resold by the customer along with other products not belonging to Auto Union, the assignment only applies up to the value of the products involved according to Auto Union's invoice.
4. Any processing, combining or restructuring of the purchased product by the customer is always undertaken in favour of Auto Union. If the purchased product is combined with other products not belonging to Auto Union, Auto Union acquires co-ownership of the product up to the value of the purchased product in order to secure the claims in connection with the sales contract.

XIV. Data protection
1. Auto Union uses electronic data processing to process your order and to provide support and services.
2 AUDI AG has issued guidelines for handling your data in order to ensure the protection of data. These guidelines are also binding for Auto Union. These guidelines are available for consultation at https://shops.audi.com/en_GB/web/tradition/service/privacy-policy.

Auto Union collects and processes your data. In addition, Audi Union monitors such collection and processing.

XV. Debt-discharging benefit and prevention of money laundering
Natural or legal persons who are not identical with the customer cannot discharge their debts to Auto Union without the prior written consent of Auto Union. Auto Union will not unreasonably withhold such consent. Such consent shall not be required if the service is provided by a bank located in Germany, including in particular the banks of the Volkswagen Group.

XVI. Export control
1. The execution and fulfillment of the contract, including the provision of services in connection with digital products and services by Auto Union are subject to the proviso that the fulfillment is not hindered by any applicable provisions of foreign trade law and laws on export control. This includes the national foreign trade law, the laws of the EU on export control, including embargoes or other sanctions, extraterritorially applicable laws on export control or regulations on sanctions of the USA and other countries, insofar as compliance with these laws and regulations is permissible under the laws of the EU.
2. The customer shall be responsible to comply with the respectively applicable local laws regarding the import, export or re-export of the products subject to the contract. The customer expressly declares to be entitled to receive and use the products according to the applicable laws on imports and exports or regulations on sanctions. In case the customer is not entitled to receive and use the products which are subject to this contract according to applicable laws on imports and exports or regulations on sanctions, Auto Union shall be entitled to terminate or withdraw from existing contracts with

the Customer immediately. Further, Auto Union shall be entitled to block the Customer's access for digital services and associated products, software or technologies that require a registration, which the customer has already purchased or will purchase in the future.
3. The customer acquires the products for civil use only. A (para-) military, armament relevant, nuclear or weapon related use is excluded.

XVII. Applicable law, place of performance and place of jurisdiction

1. The laws of the Federal Republic of Germany apply exclusively to these terms and conditions and the entire legal relationship between Auto Union and the customer. The United Nations Convention on Contracts for the International Sale of Goods is excluded. The statutory provisions on the restriction of the choice of law and the applicability of mandatory provisions, in particular of the state in which the customer has his habitual residence as a consumer, shall remain unaffected.
2. The exclusive place of jurisdiction for all legal disputes arising out of or in connection with the contract, including the question of its conclusion, shall be Ingolstadt provided that the customer is a merchant, a legal person or that the customer does not have a general place of jurisdiction in Germany or if its place of residence or abode is unknown. This provision on the place of jurisdiction shall also extend to claims based on bills of exchange and cheques. Exclusive places of jurisdiction (e.g. in case of legal dunning procedures) shall remain unaffected.

XVIII. Unilateral declarations and partial invalidity

1. Warning letters are legally valid even without a signature if they are sent on a letterhead of Auto Union or AUDI AG.
2. If provisions of these terms and conditions and of the contract on which they are based are wholly or partially invalid or unenforceable or lose their validity or enforceability later, this shall not affect the validity of the remaining provisions of the contract and of the terms and conditions. If the customer is a merchant, the contracting parties are obliged to replace the ineffective provision with a provision that comes as close as possible to the economic success of the ineffective provision.

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