

## **General Terms and Conditions of Business of Auto Union GmbH**

for the sale of articles from the online shop for spare parts

When placing orders, your contractual partner will be **Auto Union GmbH** which has its registered office in Ingolstadt, address:

Auto Union-Strasse 1, 85045 Ingolstadt, Germany. All notifications, complaints etc. relating to an order can be sent to Audi Tradition parts, Lilienthalstr. 41 (Tor 3), 74078 Biberach, Germany, or to the following e-mail address: [audi.tradition@audi.de](mailto:audi.tradition@audi.de). You can also contact Auto Union GmbH by telephone at +498418934433 (EUR 0.14 per min. incl. VAT for calls from German landline phones. Different rates may apply to calls from mobile phones, max. EUR 0.42 per min. incl. VAT).

### **I. Validity of the conditions and object of contract**

1. The Terms and Conditions of Business relate to the sale of spare parts for historic vehicles (oldtimers and modern classics) of the AUDI, Auto Union, DKW, Wanderer, Horch and NSU brands. In certain cases this may involve used old parts that are sometimes damaged, or replicas of original parts.

2. Deliveries, services and offers of Auto Union GmbH, hereinafter referred to as Auto Union, are effected solely on the basis of these Terms and Conditions of Business. The validity of other general business conditions is hereby expressly rejected. This also applies if a purchaser refers to his own business or purchasing terms when accepting an offer from Auto Union.

3. The repair instructions, spare parts catalogues and historic owner's handbooks offered for sale are reprints of the original documents.

### **II. Availability of the spare parts**

All spare parts offered for sale are remainders that are not continually replenished. Since stocks are limited, we cannot ensure the availability of the products. All details in

the catalogue are for information purposes only. The items listed in the catalogue do not necessarily represent all the available parts.

#### **IV. . Materialisation of the contract**

1. The descriptions given of products in the catalogue by Auto Union merely serve to inform the customer and do not represent any binding offers of Auto Union. All the product offers in the catalogue of Auto Union are subject to change and are not binding.

All pictures used in the online presentation to depict our goods are merely exemplary. They do not always show the article realistically and are only used for explanatory purposes. The items delivered may differ from the photo. The technical description of the article is the decisive factor.

2. By clicking on the button “Buy” the customer makes a binding offer to enter into a purchase contract with the main contents of contract presented previously.

3. After receipt of the order, the customer receives an automatic confirmation by e-mail that his order has been received. This automatic confirmation of the receipt of his order is merely provided to inform the customer that his offer has been received and does not signify any acceptance of the offer by Auto Union, nor do any subsequent status reports.

4. A purchase contract between Auto Union and the customer materialises:

- as soon as Auto Union sends an order confirmation to the customer relating to the customer’s order and thus accepts the customer’s offer to enter into a purchase contract, or
- as soon as Auto Union has debited the price of the ordered goods to the credit card account stated by the customer if the customer chooses payment by credit card, otherwise
- upon dispatching the goods.

The provision of Section 147 (2) of the German Civil Code remains unaffected.

5. If the seller is unable to deliver the ordered goods without being at fault in this connection, he may withdraw from the contract with the customer. Auto Union undertakes to immediately inform the contractual partner of the hindrance and immediately reimburse any counterperformance already provided by the contractual partner.

## **V. Prices and dispatch costs**

1. The prices stated are end prices in euros including VAT at the statutory amount plus any dispatch costs, freight, postage and packaging costs.

2. All the prices stated on the website or in catalogues, brochures and the order confirmation of the seller are to be understood as subject to change and are not binding and subject to possible typing, printing or calculation errors.

3. The dispatch and packaging costs charged are based on the details given online as a basic principle. Deviations may arise when especially heavy or bulky goods are sent through a forwarding agent. Auto Union shall notify the customer of this without delay before conclusion of contract.

## **VI. Terms of payment**

1. Payments can be made as follows:

- Credit card

2. Unless payment against invoice was agreed, the goods are dispatched only if payment is made in advance.

If the customer chooses payment against invoice, he is obliged to transfer the amount invoiced within 14 days.

3. The costs payable for the transaction involved in a specific type of payment are for the account of the purchaser.

## VII. Right of revocation

1. If the customer is a consumer as defined by Section 13 of the German Civil Code [*BGB*], the customer has a statutory right of revocation. Pursuant to Section 13 BGB, a consumer is any natural person who enters into a legal transaction for a purpose that cannot be attributed to his commercial or self-employed occupation.

In detail:

### Information on Revocation

#### Right of revocation

You may revoke your contractual declaration within 14 days without giving reasons in writing (e.g. by letter, fax or e-mail) or – if the item is supplied to you before the end of this period – also by returning the item. The period commences upon receipt of this information in text form (e.g. as a letter, fax or e-mail) but not before the item has been received by the recipient (where similar goods are delivered on a recurring basis, then not before receipt of the first part delivery), nor before we have fulfilled our obligations to provide information as defined in Article 246 Section 2 in conjunction with Section 1 (1) and (2) of the Introductory Act to the German Civil Code [*EGBGB*] and our obligations pursuant to Section 312g (1) sentence 1 of the German Civil Code in conjunction with Article 246 Section 3 of the Introductory Act to the German Civil Code. To observe the revocation period, it suffices if the notice of revocation or the item is dispatched in due time. The notice of revocation must be sent to:

Our Servicecenter

Audi Tradition parts, Lilienthalstrasse 41 (Tor 3), 74078 Biberach, Germany

E-mail address: [audi.tradition@audi.de](mailto:audi.tradition@audi.de)

#### Consequences of revocation

If the revocation is effective, the services/payments received on both sides must be returned and any accrued benefits derived therefrom (e.g. interest) surrendered. If you

cannot return or surrender the service received and any benefits (e.g. advantages through use) completely or partially or can only do so in a worse state, you must compensate Auto Union for this. You will only be required to pay compensation for any deterioration of the item and for the benefits derived if the benefits or the deterioration is due to having handled the item beyond merely examining the properties and the functionality of the item. "Examining the properties and the functionality" is defined as testing and trying out the respective goods as would be possible and customary in a shop.

Goods suitable for dispatch as parcel post shall be returned at the risk of Auto Union. You must pay the regular costs of the return if the goods delivered are as ordered and if the price of the returned item does not exceed an amount of 40 euros or if the price of the item is higher at the time of revocation, you have not yet paid the consideration or made a contractually agreed part payment. Otherwise the return is free of charge for you. Goods which are unsuitable for dispatch as parcel post shall be collected from your premises. Payment refund obligations must be met within 30 days. The period commences for you upon dispatching your notice of revocation or the item, for Auto Union upon receipt thereof.

End of the information on revocation

2. If the customer exercises his statutory right of revocation (cf. V. 1), the customer shall pay the customary costs of the return if the price of the item to be returned does not exceed an amount of 40 euros or if the price of the item is higher the customer has not yet paid the consideration or a contractually agreed part payment at the time of the revocation, unless the goods delivered were not as ordered. Otherwise the return is free of charge for the customer.

### **VIII. Set-off**

The customer is only entitled to set off a counterclaim against the claims of Auto Union arising under the purchase contract if the counterclaim of the customer is uncontested

or ready for decision or a legally enforceable title exists. In all other cases, any set-off is possible only if Auto Union expressly gave its consent in writing.

## **IX. Delivery time**

1. The delivery time is 14 days from conclusion of contract.
2. Auto Union is entitled to make partial deliveries and provide partial services as long as the deliveries are made in the agreed time and the partial deliveries/partial services are of interest to the purchaser and can be reasonably expected of him. If partial deliveries/partial services are carried out, Auto Union shall pay the additional costs incurred.

## **X. Passing of risk**

The risk passes to the purchaser upon the handover of the goods. If the purchaser is not a consumer, the risk passes upon handing over the goods to the person executing the transport.

## **XI. Warranty and liability rules**

1. Complaints (warranty claims) can be asserted by e-mail, fax, telephone or in writing with Auto Union (see above for address and numbers). Goods returned on account of a complaint must be sent to Audi Tradition Parts, Lilienthalstrasse 41 (Tor 3), 74078 Biberach, Germany. In the event of any defect, Auto Union shall pay the costs of the return.

In accordance with the respectively applicable statutory provisions, the purchaser may demand subsequent performance, reduce the purchase price or withdraw from the purchase contract and demand damages or the reimbursement of expenses. Any guarantee commitments by manufacturers of delivered products which go beyond the statutory warranty regulations are directed against these manufacturers.

2. Auto Union is liable based on statutory provisions in the event of death, physical injury or an impairment of health and generally for all damage based on intent or gross

negligence. Otherwise Auto Union shall be liable, regardless of the legal ground, only for the culpable infringement of essential contractual cardinal duties (cf. XI. 3.) or if Auto Union fraudulently concealed the defect or provided a guarantee for the nature of the delivery item. However, damages for the breach of essential contractual cardinal duties (cf. XI.3.) is limited to foreseeable damage typical for the contract. Liability based on the Product Liability Act remains unaffected.

3. Essential contractual cardinal duties are duties, the fulfilment of which makes the proper implementation of the contract possible in the first place and compliance with which the contractual partner relies on and may rely on.

## **XII. Agreements on quality**

1. In the first instance, the quality of the goods is defined in the descriptions given in the catalogue. Since the products differ in their quality levels, different warranty provisions are required for the different part categories.

Further information with regard to quality levels can be found in the “Quality Standards for Audi Used Parts” which can be retrieved separately. A distinction is made between “new parts”, “as-new parts”, “exchange parts” and “used parts”.

2. It is ensured that “as-new parts“ function properly. They may show signs of slight soiling and superficial damage as a result of long storage periods (e.g. scratches) but function properly in all cases.

3. No guarantee can be given that used parts function properly. Some of them are only available as fragments that need to be cleaned, processed or repaired by the purchaser or can only be used as models for the making of new parts. If there is any doubt about the condition of the respective part, please use the contact form and fill in the item number in order to consult Auto Union. We cannot provide any guarantee with regard to serviceability or suitability.

4. A material defect is not considered to exist if the goods show signs of natural wear and tear or aging.

5. The production and sale of new parts that have been manufactured using different manufacturing techniques from the original ones do not constitute a material defect, since these parts are explicitly declared to be replicas and not original parts.

### **XIII. Limitation**

1. If the purchaser is a consumer, the claims based on material defects become time-barred for new vehicle parts after two years, for as-new or used parts one year after the delivery of the purchased item. In other respects, limitation is based on statutory provisions.

2. If the purchaser is an entrepreneur, claims based on material defects become time-barred within one year, unless Auto Union has fraudulently concealed defects or given a guarantee for the quality.

### **XIV. Retention of title**

1. The goods delivered remain the property of Auto Union until payment in full of all receivables under the purchase contract.

2. Disposals of the goods subject to retention of title are not permitted. The purchaser shall notify Auto Union immediately in writing of any seizures by third parties.

3. If the purchaser resells the reserved goods contrary to XIV. 2., the purchaser hereby assigns the receivables arising from this to Auto Union. The assigned receivable serves as security for the goods sold by Auto Union. If the goods are resold by the purchaser together with other goods not belonging to Auto Union, the assignment only applies at the amount of the value of the goods involved according to the invoice of Auto Union.

4. Any processing, combination or transformation of the purchased item by the purchaser is always carried out on behalf of Auto Union. If the purchased item is combined with other goods not belonging to Auto Union, Auto Union acquires co-ownership of the products in relation to the value of the purchased item as security for the receivables in connection with the purchase contract.



## **XV. Data protection**

1. For the processing of your order and for support and service purposes, Auto Union uses electronic data processing.

2. To ensure data protection, AUDI AG has introduced a code of practice concerning the handling of your personal data. It is also binding for Auto Union. It is accessible under [audi.de → Privacy Policy → Code of Practice](#).

AUDI AG collects and processes your data and also monitors these activities. AUDI AG guidelines, which can be retrieved separately, therefore also apply to your order.

## **XVI. Applicable law, place of performance and place of jurisdiction**

1. These Terms and Conditions of Business and the entire legal relations between Auto Union and the customer are governed solely by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods and the application of other laws, contracts etc. are excluded.

2. The exclusive place of jurisdiction for all the legal disputes arising under or in connection with the contract including the issue of the materialisation thereof is Ingolstadt, Germany, unless this involves merchants or legal entities or if the contractual partner does not have any place of ordinary jurisdiction in Germany or his place or residence or abode is unknown. This agreement on jurisdiction also includes claims under bills of exchange or cheques. This is without prejudice to exclusive places of jurisdiction (e.g. those of summary proceedings).

## **XVII. Unilateral declarations and partial invalidity**

1. Payment reminders are legally valid even without a signature if they are printed on paper with a letterhead used by Auto Union or AUDI AG.

2. Should provisions of these Terms and Conditions of Business and the underlying contract be legally invalid or impractical in whole or in part or lose their legal validity or practicability later, this shall not affect the validity of the remaining provisions of the

contract and the Terms and Conditions of Business. If the purchaser is an entrepreneur, the contractual partners are obliged to replace the invalid provision by a provision most closely approximating the commercial aim.

Last revised: Oktober 2014