

Dr. Ing. h.c. F. Porsche Aktiengesellschaft
Porsche Classic – Factory Restoration

Terms and conditions for motor vehicle repairs

Terms and conditions for work carried out on motor vehicles, trailers, power units and parts thereof and for cost estimates

I. Placing orders

1. The work to be done must be specified in an order form or written confirmation.
2. When the Customer delivers the vehicle, he is to be supplied with written confirmation of the vehicle's details and any defects. Once the repairs required have been determined, an offer to carry out repairs to his vehicle will be submitted to the Customer. The repair order is concluded when the Customer confirms acceptance of the offer in writing (by letter, e-mail, fax).
3. The order authorizes the Supplier to place sub-orders and to drive the vehicle for testing purposes and in order to deliver the vehicle to another location.

II. Price details in the repair order, cost estimates

1. If required by the Customer, the Supplier must include in the repair order the prices likely to be applied when the order is executed. Price details in the repair order may also be supplied by making reference to the relevant items in the price and labor charge catalogues on display at the Supplier's premises.
2. If the Customer requires a cost estimate, this is to be supplied in writing. It must detail the scope of the work to be carried out.
3. The Customer may be charged for the work required to produce a cost estimate if this is agreed in the individual case. If an order is placed on the basis of the cost estimate, any costs for producing the estimate are to be offset against the order invoice.
4. If the repair order includes price information, the VAT must be stated; the same applies to any cost estimate.

III. Completion

1. The Supplier must inform the Customer when the work is expected to be completed and notify him of any delays.
2. Unless expressly agreed otherwise, any completion dates mentioned by the Supplier are non-binding.

IV. Acceptance

1. Formal acceptance of the order item by the Customer will take place at the Supplier's premises, unless otherwise agreed.
2. The Customer must collect the order item within one week of receiving notice of completion and of the invoice being handed over or sent to him. Should he fail to collect it, the Supplier is entitled to exercise its statutory rights.

3. In case of an acceptance delay, the Supplier is entitled to charge the customary local fee for storing high-value automobiles. The Supplier is also entitled to store the order item elsewhere, if it so chooses. The costs and risks associated with storage will be charged to the Customer.

V. Invoicing

1. In the invoice, the prices or price factors for each separate item of work and for each individual replacement part and material used must be shown separately. If the Customer wishes the order item to be collected or delivered, this will be at his own expense and risk. This is without prejudice to the liability which will apply in case involving culpability.
2. The charging of the exchange price where items are exchanged is subject to the power unit or part corresponding to the replacement power unit or part supplied and not being damaged/defective in a way which would make refurbishment impossible.
3. The VAT must be paid by the Customer.
4. If a repair order takes a relatively long time to be fulfilled, hourly rates and part prices may change before it is completed. The Customer will be charged the prices which apply on the date of invoicing.
5. Any corrections to the invoice by the Supplier and any complaints by the Customer must be made within a maximum of 6 weeks after the invoice is delivered.

VI. Payment

1. The invoice amount and any charges for subsidiary services are payable in cash when the order item is collected and the invoice is handed over or sent to the Customer, but at the latest within 1 week following notification of completion and the handover or sending of the invoice.
2. The Customer is only entitled to offset against the Supplier's claims if the Customer's counterclaim is undisputed or legally final and binding. This does not apply to counterclaims of the Customer arising out of the same order. The Customer is only entitled to exercise a right to withhold in the case of claims arising out of the order. The Supplier is entitled to require a reasonable advance payment when the order is placed.

VII. Extended lien

1. The Supplier's claims arising out of the order are secured by a contractual lien on items which come into its possession pursuant to the order.
2. This contractual lien may also be exercised to secure claims due for previous work, supplies of replacement parts or other goods/services, as long as they are related to the order item. The contractual lien may only be exercised to secure other claims arising out of the business relationship, if these are undisputed or legally final and binding and the order item belongs to the Customer.

VIII. Liability for material defects

The Customer's claims for material defects will become statute-barred one year after the formal acceptance of the order item. If the Customer formally accepts the order item even though he is aware of a defect, he is only entitled to make a claim based on a material defect if he reserves the right to do so at the time of that acceptance.

2. If the subject of the order is the supply of movable items to be manufactured or produced, and if the Customer is a public law legal entity, a public law special fund or an entrepreneur who, when the contract was concluded, was acting in pursuit of his trade or self-employment, his claims for material defects will become statute-barred one year after delivery. Other Customers (consumers) are in this case subject to the statutory rules.
3. The reductions in the limitation period referred to in Subsection 1 Sentence 2 and Subsection 2, Sentence 1 do not apply to claims arising out of a grossly negligent or deliberate breach of obligation by the Supplier, its legal representative or its vicarious agent or to cases involving injury to life, limb or health.
4. If the statutory rules require the Supplier to pay for damages caused by slight negligence, the Supplier's liability is limited. It only applies if an essential contractual obligation is breached, for example one which the order is by its very nature and purpose designed to impose on the Supplier or one whose fulfillment is essential for the proper execution of the order and on whose fulfillment the Customer generally relies and is entitled to rely. This liability is limited to typical damages which were foreseeable at the time when the contract was concluded.

Any personal liability on the part of the Supplier's legal representatives, vicarious agents or employees for damages caused by their slight negligence is excluded.

Subsection 3 of this section applies accordingly to the above liability restriction and exclusion.

5. Regardless of culpability on the Supplier's part, this is without prejudice to its liability in cases of malicious failure to disclose a defect, in cases where a guarantee has been given or a procurement risk assumed and in the case of claims pursuant to the German Product Liability Act.
6. If a defect is to be rectified, the following applies:
 - a) The Customer must address claims based on material defects to the Supplier; in the case of verbal notification, the Supplier must supply the Customer with written confirmation of its receipt of the notice.
 - b) If the order item cannot be used because of a material defect the Customer is, with the prior approval of the Supplier, entitled to employ another fully certified motor vehicle service provider. In such a case, the Customer must ensure that the order form states that a defect is being rectified for the Supplier and that any parts removed must be kept available for collection by the latter for a reasonable period. The Supplier must reimburse to the Customer the repair costs shown to have been incurred.
 - c) In the case of a repair, the Customer is entitled to make claims for material defects in parts installed for the purpose of that repair up to the time when the statutory limitation period applicable to the order item expires. Replaced parts are the property of the Supplier.

IX. Liability for miscellaneous damages

1. Any liability for the loss of cash or valuables of any kind which were not expressly accepted for safe custody is hereby excluded.
2. Any other claims by the Customer not covered by Section VIII "Liability for material defects" will become statute-barred at the end of the legally prescribed limitation period.
3. The provisions of Section VIII "Liability for material defects", Subsections 4 and 5 apply accordingly to damages claims against the Supplier.

X. Reservation of title

Any accessories, replacement parts and power units installed which have not become essential elements of the order item will remain the Supplier's property until full payment not subject to any legal challenge has been made.

XI. Arbitration board/proceedings

(only applicable to vehicles with a permitted total weight not exceeding 3.5t)

1. If the company is a member of the local automotive trades guild, the Customer is entitled in the event of a dispute arising out of this order to apply to the automotive trades board of arbitration relevant to the Supplier; the Supplier may also do this, subject to the Customer's consent. Such an application must be made in writing immediately on becoming aware of the matter giving rise to the dispute.
2. A decision by the board of arbitration will not bar the parties from recourse to a court of law.
3. An application to the board of arbitration will suspend the running of the limitation period for the duration of the proceedings.
4. Proceedings before the board of arbitration will be conducted in accordance with the board's rules of business and procedure, which must be supplied to the parties by the board on demand.
5. No application to the board of arbitration is permitted if legal proceedings are already in progress. If legal action is commenced during board of arbitration proceedings, the board must terminate its involvement.
6. No charge will be made for the board of arbitration's services.

XII. Legal venue

The exclusive legal venue for all present and future claims arising out of a business relationship with a merchant ("*Kaufmann*" as defined in detail by German law), including claims pursuant to bills of exchange and checks, is the court responsible for the Supplier's registered place of business. The same legal venue will apply if the Customer has no general legal venue in Germany, transfers his registered or usual place of residence out of Germany after the contract is concluded or if his registered or usual place of residence is not known at the time when the lawsuit is filed.

XIII. Note regarding § 36 German Consumer Dispute Resolution Act (VSBG)

The Supplier will not participate in dispute resolution proceedings conducted by a consumer dispute resolution agency within the meaning of the German Consumer Dispute Resolution Act (VSBG) and is under no obligation to do so.