

General Terms and Conditions of AUDI AG for external participants in further training programmes at the Audi Akademie

1. Scope

These General Terms and Conditions apply to all further training programmes undertaken at the Audi Akademie by participants not belonging to the Audi Group.

2. Terms of payment

The participation fees or consulting day fee and prices stated in the respective offer shall apply, unless otherwise agreed in writing.

The invoice amounts shall be due immediately upon receipt of the invoice, without discount.

There shall be no right to refuse performance on the part of the contractual partner in the case of business transactions with merchants. This shall not apply in the case of undisputed or legally established counter-claims.

The contractual partner shall have no right of retention. This shall not apply in the case of business transactions with non-merchants if the counter-claim is based on the same contractual relationship.

Offsetting by the contractual partner shall only be permissible in so far as its counter-claims are expressly declared as undisputed or have been legally established.

3. Copyright

The event materials belonging to the Audi Akademie (in particular, but not limited to, written and/or digital accompanying material as well as the software used as part of the event) are protected by copyright and may not be used and/or exploited in tangible or intangible form without the prior written consent of AUDI AG – not even for the purpose of teaching (see Section 15 et seq. of the German Act on Copyright and Related Rights (*Urheberrechtsgesetz* – UrhG)). In particular, but not exclusively, the reproduction, transfer to third parties, public distribution or making available of all documents, presentations, scripts, videos, images, sound recordings, etc. shall only be permitted with the prior written consent of AUDI AG. This shall also apply to excerpts from the accompanying materials. Mandatory, statutory exceptions (see Section 44a et seq. UrhG) shall remain unaffected by this. Data carriers brought by the contractual partner may only be used on computer systems belonging to AUDI AG with the prior written consent of those managing the AUDI AG event.

4. Seminars and further training

a) Registration

Registration can only be carried out by sending an email to the akademie.training@audi.de mailbox.

The number of participants is limited. Registration shall take place in order of receipt by AUDI AG.

b) Fees, speaker assignment

The participation fees to be paid include the provision of the necessary participant documents and the necessary use of technical facilities of AUDI AG. Temporary participation shall not entitle the participant to a reduction in fees.

c) Changes

AUDI AG shall endeavour to conduct the booked event in accordance with the description provided in the event programme or offer. We reserve the right to make minor changes that do not affect the core content of the training.

AUDI AG reserves the right to replace trainers with equivalent substitutes for all events and to change the date and location of the event with due notice. AUDI AG also reserves the right to switch from a face-to-face event to a remote format at any time.

d) Cancellation/withdrawal

AUDI AG may withdraw from the contract for good cause. Good cause shall exist in particular if a minimum number of participants, depending on the type of event, is not reached; the lecturer falls ill or is absent for other reasons and no substitute trainer is able to take over the same event; the event is cancelled due to other unforeseeable circumstances (e.g. operational disruption, war, natural disaster, riot, strike, fire, official order or pandemic), which temporarily prevent AUDI AG from fulfilling the contract on the agreed date through no fault of its own; or if the event cannot take place for technical reasons, including outside the scope of the right to make changes pursuant to Section 5 b). Before exercising its right of withdrawal, AUDI AG shall attempt to rebook the event on a

different date, at a different venue and/or in a different event format in accordance with Section 5 b), in so far as this is possible. Any such changes shall be communicated to participants without delay.

Cancellations by the contractual partner of AUDI AG must be provided in writing to the specified contact address of AUDI AG. No cancellation fees shall be charged for cancellations made no later than 28 days prior to the start of the event. For cancellations made from the 27th day before the start of the event, the cancellation fee shall be 50% of the participation fee. For cancellations made from the 13th day before the start of the event or in the event of non-participation, the cancellation fee shall be 100% of the participation fee.

These regulations shall apply in the following cases:

Invitation by the Audi Akademie with proper notice (6 weeks prior to the appointment)

Invitation by the Audi Akademie with shorter notice at the customer's request

Self-service booking within the cancellation periods for training appointments in Audi qualification

Any deviating cancellation policies, in particular for offers on learning platforms hosted externally, can be found in the info texts of the respective training.

The participant shall be at liberty to prove that AUDI AG has not suffered any damage as a result of their cancellation or that the fees to which AUDI AG is entitled are significantly lower than the cancellation fee demanded by AUDI AG.

AUDI AG reserves the right to demand higher, individually calculated compensation instead of the aforementioned flat rates, in so far as AUDI AG can prove that it has demonstrably incurred higher expenses than the applicable flat rate. In this case, AUDI AG shall be obliged to specifically quantify and substantiate the compensation demanded, taking into account the expenses saved and any other use of the services.

The decisive factor for the assessment of the time period in each case shall be the receipt of the cancellation by AUDI AG at the stated contact address. The contractual partner shall have the option at any time to name a suitable substitute participant from its company who will take the place of the participating person.

Should any doubts arise with regard to the creditworthiness of the contractual partner following the conclusion of the contract, AUDI AG shall be entitled to withdraw from the contract. A lack of creditworthiness shall be deemed to exist if the contractual partner fails to pay an invoice that has fallen due, in spite of a reminder having been sent.

5. Liability

Any claims by the contractual partner for damages – regardless of the legal reason – shall be excluded. Excluded from the above shall be claims for damages by the contractual partner arising from injury to life, limb or health. Further excluded are claims for damages incurred by the contractual partner as a result of the violation of essential contractual obligations (cardinal obligations) as well as the liability for other damages resulting from an intentional or grossly negligent breach of duty on the part of AUDI AG, its legal representative or its vicarious agents. Essential contractual obligations are those for which fulfilment is necessary in order to achieve the purpose of the contract and on compliance with which the contracting party has relied or may have relied.

In the event of a breach of essential contractual obligations, AUDI AG shall only be liable for the foreseeable damage typical for the contract if this was caused by simple negligence, unless the matter involves claims for damages by the contractual partner arising from injury to life, limb or health.

These restrictions shall also apply in favour of the legal representation and fulfilment support of AUDI AG, in so far as claims are asserted directly against them.

Irrespective of any fault on the part of AUDI AG, any liability of AUDI AG due to fraudulent non-disclosure of a defect, due to the acceptance of a guarantee or due to a procurement risk shall remain unaffected in accordance with the German Product Liability Act (*Produkthaftungsgesetz*).

6. Antitrust law

Compliance with the specifications of antitrust law is extremely important to AUDI AG. Since persons participating in training events may also be competitors, compliance with antitrust law must be ensured by all training participants. This includes, in particular, a prohibition on exchanging commercially sensitive information (e.g. prices, costs, conditions, margins, sales, fees, sales volumes and other business secrets) with persons belonging to other companies or even on disclosing such information unilaterally. If in doubt, training course participants should contact their legal department in advance.

7. Final provisions

Business and purchasing conditions of the contractual partner shall not apply. They shall only be binding on AUDI AG if the latter expressly agrees to them in writing.

Offers made by AUDI AG are subject to change. We reserve the right to make minor changes to content that do not affect the core content of the service.

Any disputes shall be governed exclusively by the law of the Federal Republic of Germany. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. If the contractual partner is the user, the above provisions shall not apply in so far as mandatory consumer protection provisions under the law of the State in which the user has their domicile or habitual residence at the time of the conclusion of the contract are in conflict with the application of German law.

Assignments of the rights and obligations of the contractual partner under the contract concluded with AUDI AG shall require the written consent of AUDI AG. If the assignment of a monetary claim is excluded by agreement with the debtor pursuant to Section 399 of the German Civil Code (*Bürgerliches Gesetzbuch*) and if the legal transaction that gave rise to such claim is a commercial transaction for both parties, or if the debtor is a legal entity under public law or a special fund under public law, the assignment shall nevertheless be effective.

In order to be valid, amendments and supplements to these Terms and Conditions shall require the written form. No oral ancillary agreements exist.

Should these provisions be partially legally ineffective or incomplete, this shall not affect the validity of the remaining provisions.

8. Place of performance, court of jurisdiction

The place of performance and jurisdiction for both contracting parties shall be Ingolstadt, Germany.

Last updated: 09/01/2023