



AUDI AG general terms and conditions for open seminars, trainings and coaching sessions as well as consultations

AUDI AG

85045 Ingolstadt
Deutschland

1. Applicability of the General Terms and Conditions

Where AUDI AG offers or facilitates open seminars, training and coaching sessions and consultations, etc. (hereinafter referred to as “**Seminars**”), the following General Terms and Conditions (hereinafter referred to as “**GTCs**”) shall apply exclusively. AUDI AG shall not be bound by any conflicting or deviating terms of the customer, contractor, etc. (hereinafter referred to as “**Customer**”), unless AUDI AG has expressly accepted them in writing. These GTCs shall also apply if AUDI AG holds Seminars without any reservations even though it was aware that the Customer has conflicting or deviating terms.

2. Conclusion of the Contract

A contract is formed only after a proposal has been sent to the Customer by AUDI AG, and the signed proposal has been sent back and these GTCs have been accepted. An agreement shall be formed even if upon the Customer's request, AUDI AG issues a written seminar confirmation.

3. Reservation of Right to Changes

AUDI AG reserves the right to replace the trainer or consultant specified in the order confirmation with one who has the same qualifications, as well as to modify the contents based on subject-matter or technical updates, to reschedule the Seminar upon consultation with the Customer, or, if no alternative date can be found, to cancel the Seminar against reimbursement of any seminar fees already paid. The Customer shall have no further claims against AUDI AG.

4. Cancellation by the Customer

The Seminar can be cancelled or rescheduled free of charge up to (4) four weeks prior to the start of the Seminar. This must be done in writing. If the Seminar is cancelled or rescheduled later than that, the following costs will be charged:

- up to 14 (fourteen) calendar days prior to the start of the Seminar, 50 % of the agreed fee;
- less than 14 (fourteen) calendar days prior to the start of the Seminar, 100 % of the agreed fee.



Upon booking a Seminar, the Customer shall be free to name a substitute participant. The Customer shall likewise be free to furnish proof that the actual costs incurred were lower.

5. Prices

Unless specifically agreed otherwise, the prices agreed when the contract was concluded shall apply, in each case plus statutory value-added tax. An only partial participation in Seminars entitles the Customer neither to a reduction in the fee, nor to a partial attendance of another event by way of a substitute. Any other expenses in connection with participation in the Seminar, in particular transportation and accommodation expenses, shall be borne by the Customer.

6. Terms of Payment

The invoice amount is payable in one single payment and due within 14 (fourteen) days after the invoice date. The Customer shall be entitled to offset or withhold amounts only to the extent that the Customer's claim is undisputed or found valid in a court of law. Invoices will be issued exclusively in euros.

7. Copyright

All Seminar documents, worksheet folders, handbooks, etc. (hereinafter referred to as "**Documents**") are subject to copyright protection. Without prior written authorization from AUDI AG, it is not permitted for any parts of the Documents to be reproduced, processed, especially using electronic systems, copied, distributed or used for public playback in any form whatsoever, not even for the purpose of teaching. Copyright protection also extends to any software used in AUDI AG Seminars. Data media brought along by the participants or the Customer may not be used on AUDI AG computers except with the express consent of the Seminar facilitator. AUDI AG is the sole owner of the copyright for the work results produced in the course of or in connection with the Seminar. In such cases, the Customer will be granted a non-exclusive and non-transferable right to use the work results on the following terms:

- The Customer may only use the reports, organizational diagrams, drafts, drawings, lists and calculations prepared in the context of a Seminar for its own purposes, and may not reproduce, process, in particular using electronic systems, copy, distribute or use them for public playback in any form whatsoever without the prior written consent of AUDI AG.



- Copyright-protected work results produced in the context of the Seminar may be used by affiliates of the Customer only based on a separate written agreement with AUDI AG.

The Customer undertakes to ensure that any participants it has registered comply with the copyright protection provisions set forth in the preceding paragraphs by, among other things, comprehensively informing the participants of the existing copyrights of AUDI AG in due time prior to the start of the respective Seminar.

8. Confidentiality

The Customer undertakes to keep strictly confidential all documents, information, data and knowledge that were/was made available by AUDI AG during the initiation or of which the Customer gained knowledge while at the Seminar (hereinafter summarized as “**Information**”) and to not give third parties access to such Information in whole or in part, directly or indirectly, and to use such Information exclusively for the purposes provided for in this contract. The same shall also apply with regard to Information that was made accessible or provided to the Customer by an affiliate of AUDI AG pursuant to Sections §§ 15 et seqq. of the German Stock Corporation Act (AktG).

The Customer is obligated to ensure through appropriate contracts that the participants registered by the Customer for the Seminar and/or participating in the Seminar are subject to an equivalent confidentiality obligation.

The confidentiality obligation shall survive the contract. In case of non-compliance, AUDI AG reserves the right to assert a claim for damages.

9. Privacy

If the Customer provides any personal data to AUDI AG, the data pertaining to this Customer and/or its participants may be saved and processed by AUDI AG for the purpose of preparing and holding the Seminar. Moreover, such data may also be transferred to affiliates of AUDI AG pursuant to Sections 15 et seqq. AktG or contractual partners of AUDI AG, such as hotels in which the Seminars are to take place, if this is necessary for the purpose of preparing and facilitating the Seminar. The Customer and the participant hereby declare their express consent thereto.

The Customer is required to procure such declarations of consent from the participants registered by the Customer or participating in the Seminar, and to forward them to AUDI AG upon request.



The Customer and the participant shall have the right to retract their consent to data processing without stating any reasons. In the event that the Customer or participant retract their consent, such data shall be deleted, insofar as no statutory permit for data processing exists.

10. Liability

AUDI AG is liable – except in the event of violation of material contractual obligations relating to damage to life, body or health or relating to claims in accordance with the Product Liability Act – only for wilful intent and gross negligence. A material contractual obligation is an obligation that must be met to fulfil the object of the contract. However, in the event of a breach of material contractual obligations, liability shall be limited to foreseeable damages of a kind that are typical of this type of contract.

11. Final Provisions

The laws of the Federal Republic of Germany shall apply exclusively, even if the Customer has its corporate seat abroad. The applicability of international and supranational law shall be excluded, including, in particular, the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

Any transfer of rights and obligations of the Customer from the agreement entered into with AUDI AG shall require the written consent of AUDI AG.

Any changes and additions to these terms and conditions must be made in writing in order to be valid; this also applies for any waiver of this written form clause.

The ineffectiveness or nullity of parts of the GTCs or any loopholes therein do not affect the effectiveness of the remainder of these GTCs. In this case, a provision which most closely approximates to the fundamental purpose of the invalid provision shall be considered to have been agreed between the parties.

There are no oral side agreements.

12. Performance, Jurisdiction

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