



**PORSCHE**

**General Terms and Conditions of Business and Delivery of  
Dr. Ing. h.c. F. Porsche AG  
in respect of subscriptions to  
*Christophorus - The Porsche Magazine***

**1. Scope of application**

The General Terms and Conditions of Business and Delivery below shall apply to all contracts relating to subscriptions to Christophorus – The Porsche Magazine. The customer's General Terms and Conditions are hereby rejected.

**2. Ordering and entering into contracts, contracting partners**

The order is a binding offer, which Dr. Ing. h.c. F. Porsche AG may accept. The customer's contracting partner is Dr. Ing. h.c. F. Porsche AG, Porscheplatz 1, 70435 Stuttgart, Germany (hereafter: Porsche AG). No right to enter into a contract exists. Porsche AG may refuse orders without specifying reasons.

**3. Right of revocation and revocation form**

If you are a consumer, you have a right of revocation, in relation to which the following notification is applicable:

**Right of revocation**

You have the right to revoke this contract, without stating reasons, within fourteen days.

The revocation period lasts for fourteen days from the date on which you or a third party appointed by you, who is not the carrier, took possession of the first product.

To exercise your right of revocation, you must inform us (Dr. Ing. h.c. F. Porsche AG, Editorial Office Christophorus, Porscheplatz 1, 70435 Stuttgart, Germany,

(email: [christophorus@porsche.de](mailto:christophorus@porsche.de)) by means of an unambiguous declaration (e.g. a letter sent by mail or an email) of your decision to revoke this contract. For this, you can use the appended model revocation form, though this is not a requirement.

For the purposes of meeting the deadline imposed by the revocation period, it is sufficient if you send off the communication relating to the exercise of the right of revocation prior to the expiry of the revocation period.

### **Consequences of revocation**

If you revoke this contract, we must repay to you, without delay, and no later than within fourteen days from the date on which we receive the communication relating to your revocation of this contract, all payments which we have received from you, including the delivery costs (with the exception of the additional costs arising from your having chosen a method of delivery different than the least expensive standard delivery offered by us). For this payment, we shall use the same method of payment which you used in the original transaction unless express agreement to the contrary has been made with you; under no circumstances will you be charged fees on account of this repayment. We can refuse to make the repayment until we have received the goods back from you or until you have provided proof that you have sent back the goods, whichever is the earlier.

You must send back or hand over the goods to us, without delay and in any event no later than within fourteen days of the date on which you inform us of the revocation of this contract. The deadline imposed by this period shall be met if you send off the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of the sending back of the goods.

You must pay for any loss of value of the goods only if this loss of value is attributable to dealings with them that are not necessary for the purposes of verifying the condition, properties and operation of the goods.

## **4. Delivery / Retention of title**

Unless agreement has been made to the contrary, delivery shall take place carriage-paid to the delivery address specified by the orderer. Details given regarding the time of delivery

shall not be binding. Title over the goods delivered shall pass to the customer only once all of Porsche AG's claims against the customer have been satisfied.

## **5. Payments and collection of payments**

The purchase price shall be payable in advance immediately after issuance of the invoice, in accordance with the agreed payment frequency. If the payment does not occur by the date specified in the invoice at the latest, the customer shall, without any further warning notification, be in default pursuant to section 286 para. 3 BGB. The same shall apply if an agreed debit from the account of the orderer fails for reasons which are the responsibility of the orderer. For each warning notification made by Porsche AG after the status of default has been entered into, the orderer must pay a warning-notification fee in the amount of EUR 3.00 to Porsche AG. The orderer shall be free to prove that no costs, or only substantially lower costs, have arisen.

## **6. Adjustment of the purchase price**

The purchase prices specified shall in general apply only in the case of deliveries made in Germany; higher prices may apply for foreign subscriptions. Porsche AG shall have the right to adjust the purchase price. In the event of price increases of more than 10%, the customer shall have an extraordinary right of termination at the point in time at which this becomes effective. The notice of termination must be received by Porsche AG within one month following communication of the price increase.

## **7. Ending of the contract**

Subscriptions for a defined period shall come to an end at the agreed point in time, without there being any requirement for termination. Otherwise, subscriptions shall continue to run, including after a minimum subscription period has elapsed, unless notice of their termination has been given in advance. The notice of termination must be sent to:

Dr. Ing. h.c. F. Porsche AG, Editorial Office Christophorus, Porscheplatz 1, 70435 Stuttgart, Germany or else via the input field on the Christophorus website or by email to [christophorus@porsche.de](mailto:christophorus@porsche.de).

With regard to termination notice periods and extensions to the term, the following shall apply unless other conditions have been specified in the particular case: subscriptions with a minimum subscription period of one year or more shall be extended automatically for an indefinite period in each case if the customer does not give notice of their termination with a notice period of one month prior to the expiry of the subscription period. In the event of extension for an indefinite period, the customer has the right to terminate the contract at any time with one month's notice.

## **8. Data and data protection**

The customer warrants and represents that all data specified by it is true and complete. The customer undertakes to communicate to Porsche AG without delay any changes to its contractual data (by email: [christophorus@porsche.de](mailto:christophorus@porsche.de)). Changes to the delivery address must be communicated at least four weeks in advance. The customer agrees to postal service providers (e.g. Deutsche Post AG) communicating any changes of address of the customer to Porsche AG. Porsche AG assumes no liability in particular for deliveries that do not occur or are delayed on account of changes of delivery address not being communicated.

## **9. Final provisions**

Porsche AG reserves the right to amend these General Terms and Conditions of Business and Delivery in respect of subscriptions at any time. The respective current General Terms and Conditions of Business of Porsche AG on which orders are based shall apply.

The legal relationship between Porsche AG and the customers shall be governed exclusively by the law of the Federal Republic of Germany. Should individual provisions of these General Terms and Conditions of Business and Delivery be ineffective, this shall not affect the remainder of the contract.

Status: March 2022

## Model Revocation Form

(If you wish to revoke the contract, please fill in this form and send it back to us.)

**To** Dr. Ing. h.c. F. Porsche AG  
Editorial Office Christophorus  
Porscheplatz 1  
70435 Stuttgart  
Germany  
Email: [christophorus@porsche.de](mailto:christophorus@porsche.de)

I / we (\*) hereby revoke the contract relating to the purchase of the following goods (\*) /  
the provision of the following service (\*) that was entered into by me / us (\*)

\_\_\_\_\_  
\_\_\_\_\_

Ordered on (\*) / received on (\*) \_\_\_\_\_

Name of the consumer(s) \_\_\_\_\_

Address of the consumer(s) \_\_\_\_\_

\_\_\_\_\_  
Signature of the consumer(s) (only if sent in paper form)

\_\_\_\_\_  
Date

(\*) Please delete where inapplicable.