

SCHEDULE 1

Porsche Classic Register Terms and Conditions

1. Introduction

Every Porsche is part of our family. With over 70% of all Porsche cars ever produced still on the road today we believe our classics should be celebrated. Together.

All owners of eligible classic Porsches are invited to join the Porsche Classic Register. Membership brings a range of benefits and is complimentary when a customer presents their qualifying car, along with proof of ownership, at a participating Porsche Centre.

2. Eligibility and Duration

Owners of the following Porsche models:

- 356
- 914
- 912
- 924
- 944
- 928
- 968
- 986 *Boxster*
- 911 models 1963 (901) - 2005 (996)

are eligible to join the Porsche Classic Register.

In order to qualify for Porsche Classic Register membership an owner must present their classic Porsche vehicle, with proof of ownership, at a participating Porsche Centre.

An application for Porsche Classic Register membership can be made by the owner at a participating Porsche Centre

Porsche Classic Register members receive a membership pack containing a membership card and details of the full range of Member benefits.

Porsche Classic Register membership runs for two years (24 months). Membership is specific to a car, identified by reference to the car's Vehicle Identification Number on the Member's membership card. If an owner has more than one Qualifying Car a separate application has to be made for each car in order for it to receive Porsche Classic Register membership.

During the 23rd month of membership the Member's Porsche Centre will send out a reminder to the Member to indicate their membership is expiring.

Membership of the Porsche Classic Register is not available to sole traders, businesses or corporate entities.

3. Porsche Classic Register Benefits

A Member of the Porsche Classic Register shall be entitled to the following benefits:

- A membership pack and membership card
- Not less than 15% discount on Porsche Classic Genuine Parts fitted at a participating Porsche Centre*.
- Two issues of Originale magazine per membership year.
- Eight complimentary wash and vacuums** at the participating Porsche Centre per membership period (four per 12 months) for a Member's Qualifying Car.
- A pair of complimentary Porsche Classic number plate surrounds.
- Two complimentary complete or partial refills of tyres using nitrogen per membership year for a Member's Qualifying Car.
- A complimentary 1 litre top up bottle of Porsche Classic motor oil) provided at each service.

* The discount is not applicable to Porsche Classic Oil services.

**Advance bookings required.

We and/or PCGB reserve the right to change or vary the Porsche Classic Register benefits or terminate the operation of the Porsche Classic Register without prior notice.

The fulfilment of the benefits will be undertaken by the Porsche Centre and shall be subject to their standard terms of business.

4. General

We have no obligation to provide Porsche Classic Register membership or any Porsche Classic Register benefits in the following circumstances:

- Your entitlement to membership of the Porsche Classic Register has lapsed or the Qualifying Car is no longer considered eligible for the Porsche Classic Register.
- You are no longer the owner of the Qualifying Car.
- We consider that the operation of the Porsche Classic Register and/or the giving of any of the benefits would be a breach of law.

We and/or PCGB shall not be liable for any failure to perform, or delay in performance of, any of Our obligations relating to Your membership of the Porsche Classic Register to the extent caused by an event outside Our and/or PCGB's control (an "event outside our control" means any act or event beyond our reasonable control, including without limitation severe road traffic congestion, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications, water, gas, electric or other utility networks). If an event outside Our/PCGB's control takes place that affects the performance of Our obligations, We will contact You as soon as reasonably practicable to notify You and Our obligations will be suspended and the time for performance of Our obligations will be extended for the duration of the event outside our control.

Should there be any conflict between these Terms and Conditions and any other correspondence, terms and conditions or other communications between a Member and the Porsche Centre and/or PCGB then these Terms and Conditions shall prevail.

This document (and any non-contractual obligations arising in connection with it) will be governed by English law and any dispute (whether in contract or tort) arising shall be subject to the exclusive jurisdiction of the English Courts.

5. Porsche Classic Register Contact Details

If You have any questions, comments or complaints in respect of Porsche Classic Register, please call or write to the Porsche Centre with which you signed up to the Porsche Classic Register programme.

6. Data Protection

Porsche Cars Great Britain Limited, the Porsche Centre network and selected Porsche Companies* will receive, collect and use the personal data you have provided by completing this for the purposes of administering and fulfilling the Porsche Classic Register**. Additional information concerning the processing and customisation of personal data in relation to Porsche customer and prospect care by Porsche Cars Great Britain Limited can be found in the Privacy Notice available at <https://www.porsche.com/uk/privacy-policy/>.

* Selected Porsche Companies:

- Dr.Ing.h.c.F. Porsche AG, Porscheplatz 1.D-70435 Stuttgart, Germany;
- Porsche Smart Mobility GmbH, Porscheplatz 1. D-70435 Stuttgart, Germany; and
- Porsche Financial Services GmbH, PorscheStrasse 1. D-74304 Bietigheim-Bissingen, Germany.

** Unless you have indicated separately that you also wish to be informed about Porsche products and services not relating to the Porsche Classic Register.

7. Definitions

Member is defined as:

A person granted membership of the Porsche Classic Register, also referred to you as “You” and “Your”.

PCGB is defined as:

Porsche Cars Great Britain Limited, a company incorporated in England and Wales with registered company number 0861097 and whose registered office is at Bath Road, Calcot, Reading, Berkshire RG31 7SE.

Porsche Centre is defined as:

The Porsche Centre with which you signed up to the Porsche Classic Register, also referred to as “We”, “Us” and “Our”.

Qualifying Car is defined as:

any Porsche 356, 911 models from 1963 (901) to 2005 (996), 912, 914, 924, 944, 928, 968, 986 Boxster and such other models as PCGB may from time to time advise, owned by a Member and which has been presented, with proof of ownership, at a participating Porsche Centre.

SCHEDULE 2

Services and Benefits

Definitions

The following terms shall have the following meanings:

"Member"	means a member of the Porsche Classic Register;
"Membership"	means membership of the Porsche Classic Register;
"Membership Period"	means the period of 730 days (731 days if there is a leap year during the Membership Period) starting from the date on which the Membership commences;
"Qualifying Car"	means any Porsche 356, 911 models from 1963 (901) to 2005 (996), 912, 914, 924, 944, 928, 968, 986 Boxster and such other models as PCGB may from time to time advise, owned by a Member and which has been presented, with proof of ownership, at a participating Porsche Centre. 959 and 980 Carrera GT models are specifically excluded and are not for the purpose of this Agreement a Qualifying Car; and

1. Porsche Classic Register membership

- 1.1 The Centre shall promote the Porsche Classic Register to all of its customers who own Qualifying Cars and have presented them at the Centre with proof of ownership.
- 1.2 For each successful Membership application processed by the Centre, PCGB will issue a Membership pack to the Member and supply two issues of "Originale" magazine per 12 month period during the Membership Period.
- 1.3 The Centre acknowledges and agrees that PCGB may at any time during the term of this Agreement amend or vary the range of Porsche Classic Register benefits available to a Member or terminate the operation of the Porsche Classic Register programme.

2. Porsche Classic Register Benefits

Parts Discount

- 2.1 The Centre agrees to provide Members with not less than 15% discount off the recommended retail price of Porsche Classic Genuine Parts ordered for a Qualifying Car and fitted at a participating Porsche Centre ("**Discount**").
- 2.2 The cost of the Discount shall be met by the Centre.
- 2.3 The Discount shall not be made available in relation to parts supplied for the Porsche Classic oil service.

Wash and Vacuum

- 2.4 The Centre shall offer Members a complimentary wash and vacuum of a Qualifying Car at the Centre's premises during the Membership Period ("**Wash & Vac**").
- 2.5 A Member is entitled to 8 (eight) Wash & Vacs during a Membership Period.
- 2.6 The cost of the Wash & Vacs shall be met by the Centre.

Porsche Classic number plate surround

- 2.7 The Centre shall offer Members a pair of Porsche Classic number plate surrounds for each Qualifying Car at initial point of membership only, not valid for renewals.
- 2.8 The cost of the Porsche Classic number plate surround shall be met by the Centre.

Nitrogen tyre refills

- 2.9 The Centre shall offer Members four complimentary complete or partial refills of tyres on a Qualifying Car using nitrogen at the Centre's premises during the Membership Period
- 2.10 The cost of the complimentary refills shall be met by the Centre.

Porsche Classic Motor Oil

- 2.11 The Centre shall offer Members a complimentary 1 litre top up bottle of Porsche Classic Motor Oil at each service of the Qualifying Car.
- 2.12 The cost of the complimentary 1 litre top up bottle of oil shall be met by the Centre.

3. Provision of Porsche Classic Benefits

- 3.1 The Centre shall provide the actual Porsche Classic Register benefits, set out in paragraph 2 above, to a Member subject to its own Centre terms of business.
- 3.2 The Centre shall indemnify, keep indemnified and hold PCGB harmless from all claims and all direct, indirect and consequential liabilities, costs, proceedings, damages, losses and expenses (including legal and other professional expenses on a full indemnity or solicitor and client basis), awarded against, or incurred or paid by PCGB or its sub-contractor as a result or in connection with:
 - (a) without regard to the rules on remoteness any breach of any of the Centre's contractual obligations under this Agreement or any statutory or regulatory breach; and
 - (b) any claim made for any liability, loss, damage, injury, cost or expense to the extent that any such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from a direct or indirect breach or negligent performance, or any fraud, dishonesty or illegality or failure or delay in performance of this Agreement by the Centre.

SCHEDULE 3

General Terms and Conditions

1. Not used
2. Liability
- 2.1 The entire liability of PCGB to the Centre arising out of or in connection with this Agreement shall be limited to direct losses only whether arising from contract, tort, negligence or otherwise and shall be limited in each year of the term of this Agreement to an amount equal to the Charges paid by the Centre to PCGB.
- 2.2 Nothing in this Agreement excludes or limits the Centre's or PCGB's liability in respect of:
 - (a) death or personal injury caused by its negligence (including negligence of its employees, agents or contractors); or
 - (b) fraud or fraudulent misrepresentation.
3. Warranty
- 3.1 The Centre warrants, represents and undertakes that at all times:
 - (a) its obligations under this Agreement shall be performed with all reasonable diligence, skill and care;
 - (b) it shall comply with all applicable statutory and regulatory requirements including any applicable codes of practice having the force of law or otherwise;
 - (c) it shall ensure that all of its staff perform this Agreement without causing any damage to PCGB or any other PCGB Group member's business, public image, reputation and goodwill; and
 - (d) the provision of the Porsche Classic Register benefits shall not infringe the intellectual property rights or other rights of any third party or contain any material which is defamatory, libellous, which breaches any rights of privacy or which is otherwise unlawful or illegal.
4. Assignment
- 4.1 The Centre may not sub-contract or assign the whole or any part of the Agreement without the prior written consent of PCGB, but notwithstanding this if such consent is given, the Centre shall not be relieved of any of its obligations under the Agreement.
- 4.2 PCGB may at its option sub-contract, assign or otherwise transfer the whole or any part of this Agreement.
5. Force Majeure
- 5.1 Neither the Centre nor PCGB shall be liable for any expense, loss or damage resulting from delay or prevention of performance of the Agreement that is caused by fires, floods, acts of God, riots, thefts, accidents or any other cause whatsoever (but excluding for the avoidance of doubt any strikes, lock-outs or industrial action, by the employees or agents of the Centre), provided that such failure or delay was beyond the control of the affected party (a "**Force Majeure Event**").
- 5.2 If the Force Majeure Event prevails for a continuous period in excess of 28 days, or periods which, when aggregated, are in excess of 28 days, after the date which the Force Majeure Event began, PCGB shall be entitled to terminate this Agreement immediately on notice to the Centre.
- 5.3 If PCGB incurs any expense in mitigating the effects of the Force Majeure Event, the Centre shall pay the same to PCGB.
6. Termination and consequences of termination
- 6.1 If the Centre commits a breach of its obligations under this Agreement which is not capable of remedy, or where capable of remedy does not remedy such breach within 14 days of written notice given to it by PCGB specifying such breach and requiring its remedy, then PCGB may terminate this Agreement by giving 7 days notice in writing to the Centre.
- 6.2 Either party may terminate this Agreement immediately by notice in writing to the other if any of the following conditions are met:
 - (a) the other party proposes or enters any composition or other arrangement for the benefit of its creditors or a class of creditors;
 - (b) anyone takes any step towards winding up or dissolving the other party;
 - (c) anyone takes any step towards the other party obtaining a moratorium or other protection from its creditors;
 - (d) anyone takes any other step towards appointing a trustee, supervisor, receiver, liquidator, administrator or similar officer or other encumbrancer of the other party or any of its assets;
 - (e) an event occurs which would result in a floating charge crystallising over any of the other party's assets;
 - (f) any person takes any step to take possession of or levy a distress or execution against any of the other party's assets;
 - (g) the other party stops carrying on business;
 - (h) any event analogous to any of the above happens in any jurisdiction;
 - (i) the other party is unable to pay its debts or admits it is unable to do so (within the meaning of section 123(1)(a), (b) or (e) of the Insolvency Act 1986 (without any need for the relevant party to prove it in court); or
 - (j) the value of the other party's assets are at any time less than the amount of its liabilities, taking into account its contingent and prospective liabilities.
- 6.3 PCGB may terminate this Agreement immediately by notice in writing to the Centre if the Centre suffers a change of control as that term is defined in Sections 450 and 451 of the Corporation Tax Act 2010.
- 6.4 These provisions are without prejudice to any other rights and remedies of PCGB under this Agreement or at law.
7. Audit and Reporting
- 7.1 The Centre shall maintain complete and accurate records and supporting documentation relating to the performance of its obligations under this Agreement.

- 7.2 The Centre shall promptly make available to PCGB, upon PCGB's request, all and any information necessary for monitoring the Centre's performance.
- 7.3 The Centre shall allow on reasonable notice any of PCGB staff and its internal and external auditors access to such information as may in the opinion of PCGB be necessary for audit purposes and PCGB may take copies of any such information.
8. Notices
- 8.1 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class recorded delivery post to the party to be served at that party's registered office from time to time marked for the attention of the Company Secretary of that party.
- 8.2 Any such notice shall be deemed to have been served if delivered by hand, at the time of delivery; or if posted at the expiration of 48 hours after the envelope containing the same shall have been put in the post.
9. Waiver
- 9.1 The failure or delay by PCGB in exercising any right, power or remedy that it might have under this Agreement shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by PCGB of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 9.2 Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.
10. Determination of Disputes
- 10.1 The parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of this Agreement.
- 10.2 If, notwithstanding Paragraph 10.1, a dispute arises between PCGB and the Centre during the term of this Agreement in relation to any matter which cannot be resolved by local operational management, either party may refer the matter for determination by (i) the General Manager, Ownership at PCGB or his/her nominee, and (ii) the Centre Principal of the Centre.
- 10.3 Neither party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex parte basis or otherwise as a result of the terms of this Paragraph 10, such provisions not applying in respect of any circumstance where such remedies are sought.
11. Entire Agreement
- 11.1 This Agreement sets out the entire agreement and understanding between the parties relating to its subject matter.
- 11.2 Each party acknowledges that in entering into this Agreement it has not relied on any statement, representation, warranty, promise or assurance, which is not expressly set out in this Agreement.
- 11.3 Nothing in this Paragraph 11 shall limit or exclude any liability for fraud.
12. Rights of Third Parties
- 12.1 Subject to Paragraph 12.2 below, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of this Agreement.
- 12.2 Notwithstanding Paragraph 12.1, each member of PCGB's Group (for the purpose of this Agreement "Group" shall mean a party, its subsidiaries and subsidiary undertakings as such terms are defined in the Companies Act 2006 (or any replacement statutes) shall have the benefit of all rights, benefits and limitations provided for in this Agreement and accordingly shall be entitled to enforce this Agreement subject to and in accordance with its terms.
13. Non-exclusivity
- 13.1 Nothing in this Agreement grants the Centre any exclusivity in the supply of the Porsche Classic Register benefits.
14. Variation
- 14.1 No variation to this Agreement shall be valid unless it is in writing and signed for and on behalf of each of the parties.
15. Survival
- 15.1 Termination or expiry of this Agreement for any reason shall not affect any rights or liabilities that have accrued prior to such termination or expiry or the coming into force or continuance in force of any term that is expressly or by implication intended to come into or continue in force on or after termination or expiry.
- 15.2 Without prejudice to the generality of Paragraph 15.1 where a Paragraph in this Agreement (including without limitation Paragraphs 2, 3, 15 and 16) expressly or impliedly has effect on termination or other expiry of this Agreement, that Paragraph shall continue in force on and after such termination or expiry.
16. Governing Law and Jurisdiction
- 16.1 This Agreement and any dispute or claim arising out of or in connection with it (whether in contract or tort) shall be governed and construed in accordance with the laws of England the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement.