

General Terms and Conditions

AKS Agentur Kerstin Steininger GmbH

– Kirchheimer Straße 107, 70619 Stuttgart –

General terms and conditions for the sale of tickets

1. Scope

1.1. These general terms and conditions of sale (hereinafter: “Terms of Sale”) apply to the sale of Mercedes-AMG Hospitality Packages for VIP-Tickets (hereinafter: “Tickets”) between AKS Agentur Kerstin Steininger GmbH (hereinafter: “AKS”) and the customer (hereinafter: “Customer”).

1.1. 1.2. Terms and conditions of the customer that conflict with, supplement, or deviate from these Terms of Sale shall not become part of the contract.

1.2. 1.3. Any agreements which supplement or deviate from these Terms of Sale and which are made between AKS and the customer for the performance of the contract must be documented in writing. This also applies to the cancellation of this requirement of the written form.

2. Formation of contract

2.1. All sales contracts between AKS and the customer must be initiated via the AKS order form, which is available on www.mercedes-amg.events or – in case that the order form is for any reason not available – via email. In any case, the offer to enter into a sales contract is made by AKS. Sending the order form or the e-mail constitutes the customer's offer to purchase the respective tickets.

2.2. AKS will send the Customer a corresponding confirmation or an invoice based on the Customer's order. Within this confirmation / invoice AKS will notify the Customer about the final prices (in particular the exact shipping costs for the transmission of the tickets).

2.3. Any contract between AKS and the customer is only concluded if the customer transferred the prices for the ordered tickets upon an bank transfer (Überweisung). This bank transfer has been successfully carried out if AKS can irrevocably dispose of the money.

3. Subject matter of the contract

3.1 The contract between AKS and the customer regards only the sale of the Tickets, as defined in section 1.1 above which will be specified according to the respective order form. Consequently, the principal obligation to be performed by AKS is the delivery and transfer of ownership of the respective Tickets.

3.2 The contract between AKS and the customer concerns neither the organization of events specified in Section 1.1 (hereinafter: “Events”) nor the provision of the hospitality areas as part of the Event; AKS acts only as a broker. Mercedes-AMG GmbH is not the organizer and is only responsible for providing the hospitality areas.

3.3 The Tickets constitute so-called “small bearer instruments” (kleine Inhaberpapiere) within the meaning of § 807 German Civil Code (BGB). By acquiring a Ticket, the customer acquires rights and claims only against the organizer or Mercedes-AMG GmbH, as regards the organization of the Events and the provision of the hospitality areas.

Such rights and claims are represented by the Ticket and are conferred by the Ticket on its legitimate holder. The Ticket needs to be presented when such rights and claims are being asserted against the organizer or Mercedes-AMG GmbH. The customer's claims against AKS shall be determined exclusively by section 6 of these Terms of Sale.

3.4 A contract between the customer and the organizer or Mercedes-AMG GmbH is only made when the rights arising out of the Tickets are being asserted, i.e., once admission is granted to the Event or to the hospitality areas. The contracts with the organizer and Mercedes-AMG GmbH may be subject to separate general terms and conditions.

4. Prices; payment; shipment; risk

4.1. The price shall be the EURO price including statutory value-added tax that is indicated in the online shop or in the offer provided to the customer via email. The shipping costs are not included in the price. These costs will be shown to the customer before the contract is entered into and be stated separately in the invoice.

4.2. If the contract is concluded via email, the customer will receive an invoice upon conclusion of the contract. AKS shall send the tickets to the customer after receipt of payment about 2 weeks before the respective event.

4.3. For shipments within Germany, the customer may choose between shipment as a parcel via DHL or handover at the racetrack at Nürburgring. Shipments abroad will not be offered.

4.4. The risk of accidental loss or destruction or accidental deterioration of the Tickets shall pass to the customer as soon as the Tickets have been handed over to the customer.

5. No Right of withdrawal

For „consumers“ there is no right of withdrawal according to Section 312g para. 2 sentence 1 no. 9 German Civil Code (BGB), because the Events mentioned in section 1.1 are leisure events which are provided within a specific period of time. A conclusion of contract is there- fore binding and cannot be withdrawn.

A “consumer” means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

6. Problems with performance; AKS's liability

6.1 AKS shall be liable for defects as to quality and title as provided by law.

6.2 AKS shall be liable without limitation for damage or losses resulting from breach of guarantee or from death, bodily injury or damage to health. The same shall apply to wilful misconduct and gross negligence, mandatory statutory liability for product defects (in particular, under the German Product Liability Act), and liability if defects were concealed with fraudulent intent.

In cases of slight negligence, AKS shall only be liable if material obligations are violated which result from the nature of the contract and are of particular importance for achieving the purpose of the contract. If such obligations are violated, as well as in the event of default or if performance is impossible, AKS's liability shall be limited to the damage or losses that can typically be expected with this contract.

6.3 With regard to the Events, the following provisions apply:

- a) As regards the organization of the Event and the provision of the hospitality areas, the customer has rights and claims only against the organizer or Mercedes-AMG GmbH.
- b) If the Events are cancelled, AKS shall refund the respective purchase price to the customer. Shipping costs will not be refunded.
- c) If the Events are rescheduled, the Tickets shall remain fully valid. However, in such cases the customer may return the Tickets at its own expense to AKS within 2 weeks after the new date of the Event has been announced. As soon as the Tickets have been delivered to AKS, the respective purchase price will be refunded to the customer.
- d) Furthermore, AKS refuses to accept liability for the organization of the Events and the provision of the hospitality areas, as well as for any damage suffered by the customer in connection with the organization of the Event. In this regard, the customer has claims only against the organizer or Mercedes-AMG GmbH.

7. Transfer

7.1. The Tickets are sold for private use only.

7.2. The customer is not permitted to

- offer the purchased Tickets at Internet auction houses for sale;
- sell the purchased Tickets on a commercial basis without the written consent of AKS;
- sell the purchased Tickets in the context of a private transfer at a price exceeding the purchase price by more than 15%.

7.3. AKS may demand to be paid appropriate compensation in the amount of up to EUR 2,500.00 by the customer for each deliberate or negligent violation of section 7.2 above. The number of violations shall be determined by the number of Tickets offered, sold, transferred, or used. This shall not affect any further claims for damages.

8. Ticket hotline

AKS provides a ticket hotline for the customer, which the customer can reach at +49-711-633495-0 on workdays (Monday through Friday) from 9am to 6pm.

9. Data protection

Information on data processing by AKS can be found in the privacy policy at <https://mercedes-amg.events/data-protection/?lang=en>.

10. Copyright

Mercedes-AMG GmbH holds the copyright on the pictures and logos printed on the Tickets. Except with the express consent of Mercedes-AMG GmbH, the customer is not permitted to use such pictures and logos.

11. Online Dispute Resolution; Participation in dispute settlement procedures

11.1 AKS must inform consumers about the European Online Dispute Resolution platform which can be used for dispute resolution without court proceedings. The European Commission is responsible for the establishment of such platform. The European Online Dispute Resolution platform is available here: <http://ec.europa.eu/odr>.

11.2 AKS must not participate in dispute settlement procedures of the consumer arbitration agency. AKS therefore declined such participation.

12. Governing law

The sales contract between the customer and AKS shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).