# Terms and Conditions for "Pre-Delivery Enrollment"

Version 4.1 (June 2024)

### 1. Provider, subject matter

- 1.1 These Terms and Conditions ("T&Cs") apply to Volkswagen AG's Pre-Delivery Enrollment service ("PDE").
- 1.2 The provider of Volkswagen PDE is Volkswagen AG, a public limited company under German law (Aktiengesellschaft) with headquarters at Berliner Ring 2, 38440 Wolfsburg, Germany ("VOLKSWAGEN"). VOLKSWAGEN is entered in the register of companies at Braunschweig District Court under no. HRB 100484. VOLKSWAGEN's VAT identification number is DE 115235681. You can contact VOLKSWAGEN by telephone on <a href="#49536190">+49536190</a> or via email to <a href="mailto:connect-support@volkswagen.de">connect-support@volkswagen.de</a>.
- 1.3 Your Volkswagen dealership acts as an agent for Volkswagen AG and answers questions regarding PDE or assists with issues using PDE.
- 1.4 Any customer who is of adult age and fully legally competent ("you" or "CUSTOMER") is entitled to order and use PDE.
- 1.5 The personal data you supply to the Volkswagen dealership about you is true and accurate.

### 2. Scope of delivery and purpose of PDE

- 2.1 VOLKSWAGEN provides PDE to you free of charge.
- 2.2 PDE is aimed at CUSTOMERS who have ordered one or more (new or used) vehicles from VOLKSWAGEN which is Internet-ready and compatible with VOLKSWAGEN's mobile online services (VW Connect, We Connect and Car-Net, depending on the vehicle). To use the mobile online services, you need to obtain a Volkswagen ID (VOLKSWAGEN's central digital user account and service for managing your privacy "VOLKSWAGEN ID") and register for the mobile online services with your VOLKSWAGEN ID. With your VOLKSWAGEN ID, in selected markets, you can also register for the VOLKSWAGEN customer portal myVolkswagen ("MYVOLKSWAGEN"), where you can track the production and delivery status of selected new vehicles. PDE assists you with registration for the VOLKSWAGEN ID, MYVOLKSWAGEN and the mobile online services (VW Connect, We Connect or Car-Net, depending on the vehicle) by ensuring you receive invitations via email that are linked to the online registration forms for these services and are already pre-filled with your personal and vehicle-related details.

PDE also assists you with registration for the optional conclusion of a We Charge charging contract.

2.3 These T&Cs exclusively cover PDE. No contractual obligations relating to the VOLKSWAGEN ID, MYVOLKSWAGEN and/or the mobile online services (VW Connect, We Connect or Car-Net, depending on the vehicle) and/or a We Charge charging contract shall arise for you as a result of your consent to our T&Cs and the use of PDE. In particular, you are not obliged to register for the VOLKSWAGEN ID, MYVOLKSWAGEN and the mobile online services, to use them or to accept the separate terms of use that apply to VOLKSWAGEN ID, MYVOLKSWAGEN and the mobile online services. You are also not obliged to register for a We Charge charging plan, to use this or to

accept its separate Terms of Use.

PDE also does not affect your order for a Volkswagen vehicle or its equipment; any order for a vehicle or equipment is subject to the terms and conditions that apply to the vehicle order (e.g. purchase, leasing or rental contract).

## 3. Invitation process, contract period

- 3.1 The PDE invitation begins with the recording of your data by your Volkswagen dealership ("dealership") as a representative of VOLKSWAGEN. You then receive an email. It takes you to the PDE T&Cs and Privacy Policy. On confirmation of the T&Cs and acknowledgement of the Privacy Policy, you consent to the use of PDE and the PDE agreement between you and VOLKSWAGEN becomes legally binding. You are then invited by PDE to the other services. The dealership can view information on the order status. Details supplied to the dealership on the order status or vehicle configuration via PDE are not binding. Only the vehicle contract concluded with the contractual partner and the order confirmation sent to you are definitive.
- 3.2 PDE ends with your registration for the mobile online services (VW Connect, We Connect and Car-Net, depending on the vehicle), but no later than three years after the order. You can terminate PDE at any time with immediate effect and thereby refuse and prevent the receipt of further emails by sending an informal letter to your DEALERSHIP or an email to <a href="connect-support@volkswagen.de">connect-support@volkswagen.de</a>. If you reject the T&Cs, the data collected by the Volkswagen dealership will be deleted immediately. Your data will also be deleted in 30 days if you have not accepted these T&Cs by then.
- 3.3 A VOLKSWAGEN ID is required to undergo PDE. You can set this up during the invitation process. If you delete the VOLKSWAGEN ID before the invitation process is complete, PDE cannot be continued. Your data will be deleted in accordance with our applicable Privacy Policy.

#### 4. Customer Care

Your DEALERSHIP will be happy to answer your PDE-related questions and support you in the event of any issues using PDE. You can also contact our Customer Care: by telephone (see Section 8) or by email to connect-support@volkswagen.de.

### 5. Liability

- 5.1 **VOLKSWAGEN** is liable in accordance with legal requirements.
- 5.2 If the legal provisions stipulate personal liability on the part of legal representatives, employees and/or vicarious agents of VOLKSWAGEN towards the CUSTOMER, this is excluded for damages caused by them due to negligence; this does not apply in the event of damages caused by gross negligence. The limitation of liability does not apply in the event of death or physical injury. By way of explanation: this Section 5.2 does not limit VOLKSWAGEN's liability towards the CUSTOMER

# 6. Place of jurisdiction, applicable law

- 6.1 The exclusive place of jurisdiction for all claims arising from and in conjunction with the PDE agreement is Wolfsburg, Germany, if you do not use PDE as a consumer.
- 6.2 If you are a consumer, VOLKSWAGEN may only take legal action against you before the court responsible for your domicile or ordinary place of residence; you may take legal action against

VOLKSWAGEN before the court responsible for VOLKSWAGEN's administrative headquarters in Wolfsburg, Germany, and before any other court responsible for your domicile or ordinary place of residence.

6.3 For all disputes arising from or in association with the PDE agreement, only the law of the Federal Republic of Germany shall apply; the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. If you are a consumer, mandatory consumer protection regulations according to the law of the state in which the consumer is domiciled or ordinarily resident shall remain unaffected by the above provisions in this Section 6.3.

## 7. Out-of-court dispute resolution

Norge (Norway): 800-12651\* / +49 5361 37938 01\* Österreich (Austria): 0800-012325\* / +43-720-204599\* Polska (Poland): 00800-1216777\* / +48 61-2714987\*

România (Romania): 031-2295251\* / +40 31-2295266\*

Portugal: 800 897206\* / +351 211451446\*

7.1 The European Commission provides a platform for out-of-court online dispute resolution, which can be found at <a href="http://www.ec.europa.eu/consumers/odr">http://www.ec.europa.eu/consumers/odr</a>. On this platform, consumers can find a list of consumer arbitration boards who can assist with out-of-court dispute resolution.

7.2 VOLKSWAGEN is neither committed nor obliged to take part in a dispute resolution procedure before a consumer arbitration board.

### 8. Support numbers

#### Country: Freephone number\* / local number\* Belgique | België (Belgium): 0800-38152\* / +32-4010997\* Bosna i Hercegovina (Bosnia and Herzegovina): 0800-82909\* / +495361-379377-6\* България (Bulgaria): 00800-2100375\* / +495361-379377-3\* Česká republika (Czech Republic): 800 142 244\* / +420 96180992\* Cyprus: 8009-8376\* / +357 22-030699\* Danmark (Denmark): 80-886303\* / +45 32-726069\* Deutschland (Germany): 0800 - 40 888 00\* / +49 (0) 5363 - 922330\* Eesti / Эстония (Estonia): 800-0112006\* / +495361-379377-4\* Ελλάδα (Greece): - / +30 21-11989831\* España - Península y Baleares (Spain - Peninsula and Balearic Islands): 800 810 320\* / +34 93 - 03 902 30\* España - Islas Canarias, Ceuta y Melilla (Spain - Canary Islands, Ceuta and Melilla): 800-098460\* / +34 91 - 41 996 23\* France: 0805 - 112197\* / +33 3-107 600 00\* Hrvatska (Croatia): - / +49 05361-379377-0\*, +49 05361-379377-2\* Ísland (Iceland): 800-4158\* / +354 539-0670\* Ireland: 1800-930066\* / +353 1-6533522\* Italia (Italy): 800 - 149 846\* / +39 045-81 400 71\* Japan: 0120-993-199\* Latvija / Латвия (Latvia): 800-05769\* / +371 67652227\* Lietuva / Литва (Lithuania): 8-800-30723\* / +495361-379377-5\* Luxemburg / Luxembourg: 800-22472\* / +352 27871085\* Magyarország (Hungary): 0680-021421\* / +36 1-6777377\* Македонија / Maqedoni (Macedonia): 0800-80464\* / +495361-379377-7\* Malta: 800-62948\* / +495361-37938-08\* Nederland (Netherlands): 0800-0200453\* / +31 20 799 4882\*

Schweiz / Svizzera / Suisse (Switzerland): 0800-803307\* / +41 44-5859010\*

Србија (Serbia): 0800-300173\* / +495361-379377-9\* Shqipëri (Albania): 04-5300896\* / +355 4-5300895\* Slovenija (Slovenia): 0800-82026\* / +386 1-7773110\*

Slovenská republika (Slovakia): 0800-002570\* / +421 2-33325636\*

Suomi (Finland): 0800-913226\* / 09-85619451\* Sverige (Sweden): 0200-883424\* / 08-56642516\* Україна (Ukraine): 0800-503887\* / 089-3202339\*

United Kingdom: 0800 - 279 750 8\* / +44 1908 813700\*

<sup>\*</sup> If your telephone provider does not support this toll-free number, please call the local number. The costs are based on the relevant rate charged by your provider. In the case of calls from abroad, roaming charges may apply.