

The Automobile Club de l'Ouest (referred to below as « the ACO »), a non-profit association, registered under number 775 652 316 with the head office at "Circuit des 24 Heures, 72019 Le Mans Cedex 2", is the creator and organiser of numerous sporting events such as the 24 Hours of Le Mans and is, in this respect, specialised in the organisation of events connected with motorsports. Porsche France entrusted the ACO with the commercialisation, the organisation and the realisation of Porsche B2B activities in France. Consequently, the ACO is fully entitled to market and set up these activities.

The present General Terms and Conditions form an integral part of the contract signed by the client (referred to below as « the Client »). The order and the participation in the event imply the irrevocable compliance of the Client and/or the Participant with the present general terms.

## 1. DEFINITIONS

**T&Cs** : refers to these general terms and conditions of sale and use of the Spaces;  
**Event**: refers to the corporate event organised within the Bugatti Circuit and/or at the Porsche Experience Center in Le Mans;  
**ACO**: refers to the Automobile Club de l'Ouest;  
**Client** : refers to the co-contractor who has reserved one or more Spaces or Services with the ACO on the occasion of the Event;  
**Participant(s)**: refers to the beneficiary or beneficiaries of the Spaces or Services;  
**Party(ies)**: refers individually or together to the Client and/or the ACO;  
**Space(s)**: refers to one or more space(s) proposed by the ACO and reserved by the Client on the occasion of the Event;  
**Service(s)**: refers to one or more services provided by the ACO at the Client's request on the occasion of the Event, such as the provision of Spaces, guided tours, track activities, karting sessions or driving simulators;  
**Contract**: refers to the agreement of the Parties on the conditions for the provision of Space(s) and the performance of the Services resulting from the Client's order, confirmed by the ACO.

## 2. PURPOSE

The purpose of the T&Cs is to define the terms and conditions under which the ACO markets the Spaces and/or Services to the Client. Ordering and participating in the Event imply the full and complete acceptance by the Client and/or the Participant of these T&Cs.

## 3. OFFER SPACES AND SERVICES

The Client may book different Spaces and/or Services detailed in the commercial proposal (or quote) communicated by the ACO or on simple request to [info@porsche-experience-center.fr](mailto:info@porsche-experience-center.fr).

## 4. ORDER

The Client wishing to reserve Spaces and/or Services must place an order by signing the commercial proposal sent by the ACO and sending it to:  
ACO Solutions Entreprise  
Circuit des 24 Heures  
72019 LE MANS Cedex 2  
or by email at [info@porsche-experience-center.fr](mailto:info@porsche-experience-center.fr).  
Upon receipt of the order, the ACO will confirm, subject to availability, the Client's order and issue an invoice for the total amount of Spaces and Services ordered by the Client.  
The ACO reserves the right to refuse any order for legitimate reasons, in particular in the event of a payment dispute, abnormal or fraudulent orders or, where applicable, to request supporting documents.

The reservation will be firm and definitive from the receipt by the ACO of the commercial proposal signed by the Client bearing the mention "approved" and the payment of a deposit of 50% of the amount provided for in the quote.

## 5. PRICE, PAYMENT

The prices on the day of the order for the various Spaces and Services are mentioned on the commercial proposal sent to the Client.  
All prices are expressed in euros excluding taxes. Any taxes, duties and other deductions that may be applicable to the prices thus expressed will be the sole responsibility of the Client. Prices are increased by the VAT applicable on the day of invoicing.  
Upon receipt of the commercial proposal signed by the Client, the ACO will draw up the invoice that the Client undertakes to pay in accordance with the terms specified on the said commercial proposal by bank transfer to the contact details that will appear on the invoice.  
Any Service ordered (catering, visits, etc.) by the Client will be invoiced to him. Any additional request for the Service will be invoiced to the Client. The additional invoice will be paid no later than 15 days after the Event.  
Any delay in payment may result in the Client invoicing late penalties calculated at a rate equal to three times the legal interest rate in force and a lump sum compensation for recovery costs in the amount of 40 euros.  
Failure to pay the sums due within the agreed period will result in the immediate termination of the Contract without compensation or notice to the Client. The ACO may re-let without notifying the Spaces and/or Services booked by the Client. In addition, the Client will owe compensation to the ACO corresponding to the total amount of the services booked.

## 6. CONDITIONS OF USE OF THE SPACES

### 6.1 Use of the Spaces

The Client agrees to accept the Spaces in their current condition.  
The Client is not permitted to affix any adhesives to the walls of the Spaces or, generally, any element that might damage the said walls.  
Any damage, whether intentional or not, to the Spaces and/or its elements of equipment and furniture engages the Client's strict liability. The Client accepts that any reinstatement works or additional cleaning will be invoiced.  
The Client undertakes to vacate the Space(s) no later than 2:00 a.m. on the morning after the day on which it is made available. Failing this, a daily fixed allowance corresponding to one day of availability of the unvacated Space will be invoiced to the Client.

The Client undertakes to ensure that the Participants enjoy the Spaces in a peaceful manner and refrain from any noise and any activity that could disturb the tranquillity and peaceable use of the other participants or third parties. Failing this, the ACO reserves the right to terminate, without compensation of any kind whatsoever, the provision of the Space.

### 6.2 Destination of the Spaces

It is understood that the Space must be used exclusively by the Client as a seminar or reception area for the Event.  
The Client undertakes not to tolerate any use of the Spaces that is incompatible with their nature or nominal capacity, or contrary to the provisions of the Circuits' Internal Regulations.

It is forbidden to hold any event of a political, union trade or religious nature within the enclosure of the Circuit or the Porsche Experience Center.

### 6.3 Sound

The broadcasting of music in the Space(s) by musicians, radio, record or other media must be reported to the ACO.  
The use of sound equipment of any kind is regulated.

The ACO reserves the right to request the cessation of all excessive sound systems and to prohibit the use of sound equipment for the remainder of the Event.

### 6.4 Noise nuisance

As the Spaces are located within the confines of a circuit or in its immediate vicinity, the Client is advised of the possibility of noise pollution related to the commercial operation of the tracks and circuits. Therefore, the ACO cannot be held responsible for any inconvenience caused to this activity.

### 6.5 Referenced providers

The Client must use the referenced providers listed by the ACO for all services ancillary to the use of the Space(s), such as the hire of equipment, furniture, decoration, etc.

### 6.6 Caterers

Only caterers referenced by the ACO are authorized to provide catering services within the Circuit. At the karting and the Porsche Experience Center, catering is only provided by the catering providers operating at these locations.  
The number of guests and the choice of menu for the catering service must be communicated by the Client no later than ten (10) days before the date of the Event. Any meals ordered will need to be paid for. Any additional meal validated or consumed will be charged, it being understood that the number of meals may change by a maximum of 5% (five percent).  
The consumption of alcohol is only allowed within the framework of the legislative and regulatory provisions in force in France.  
The supply of alcohol is only authorised from the caterer as part of the Service provided by the latter. The ACO reserves the right to stop any excessive consumption. The consumption of alcohol is only authorised within the framework of the legislative and regulatory provisions in force in France.

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### 6.7 Regulations of Circuit and administration authorization

The Client agrees to comply and to ensure that the Participants and any person acting on its behalf on the occasion of the Event comply with the regulations applicable to Le Mans Circuits, particularly the "Règlement intérieur du Circuit" (internal Circuit Rules available at the following address <https://assets.lemans.org/explorer/pdf/entreprises/reglements-interieur/reglement-interieur-des-circuits-du-mans.pdf>) as well as the "Charte Qualité Sécurité Environnement" (the Quality, Safety and Environment Charter).

## 7. CONDITIONS OF REALISATION OF THE SERVICES

### 7.1 Schedule

The Client undertakes to ensure that the schedules defined for the performance of each Service as part of the Event are scrupulously respected. agrees to respect scrupulously the set schedule for the realisation of each programmed Service as part of the Event.  
**Any delay to any of the scheduled activities (visits, karting, simulators and track activities) will result in a reduction in the duration of the Service.**

### 7.2 Safety conditions

The Client/Participant will have to comply with the safety rules related to the carried-out activities. They agree to strictly respect the instructions given by the ACO concerning the use of the track and the infrastructures put at their disposal.  
The Client agrees to inform all the people present under his responsibility about the safety rules and the guidelines of the track provided by the ACO during a mandatory safety briefing. The consumption of alcohol, drugs or any other substance in contraindication with car driving before the practice of the activities is strictly forbidden. The ACO reserves the right to control, at any moment, the blood alcohol level of the Participants with a breathalyzer. If the Participant refuses to consent to the control or if his blood alcohol level exceeds 0g/L of alcohol in blood, the ACO reserves the right to forbid the Participant to take part in the Driving Experience and no reimbursement, even

partial, will be made. The Client commits to having the non-smoking rule respected in the refuelling pits, in the deceleration lane and on the panelling bench.

It is mandatory to wear a helmet and to fasten the seat belt. Wearing trousers and closed shoes, without heels is mandatory. Participants in the karting sessions, in driving course and in hot laps must not have any medical condition prohibiting them from sporty driving on circuits, nor being on treatment with side effects or contraindications with the driving of a vehicle. In the case of non-compliance with safety instructions by the Participant, the ACO will not be held liable. The head of the track or the organiser of the simulator activity reserve the right to refuse access to the track to any person showing incompatible behaviour with the planned activity. The disposal of the track may be cancelled or interrupted at any moment if the safety conditions are not met and for any reason whatsoever.

#### 7.3 Guided tours

Any guided tour ordered by the Client will be charged, even in the event of a reduction in the number of participants. Any additional visits will be charged.

The number of participants per group is limited to 30 people.

As mentioned in article 7.1 Schedules, any delay will result in a reduction in the visit time.

#### 7.4 Karting sessions

The Client undertakes to carry out the karting sessions according to the conditions defined in the quote (number of karts, duration, track).

In all cases, a minimum of 12 karts is charged to the Client.

The use of go-karts is strictly forbidden to pregnant women, people with heart problems, people under 16 years old for 270cc karts or 18 years old for 390cc karts.

Junior: from 7 to 13 years old and 1.35m minimum in 120 cc

270cc kart: from 13 years old and 1.55 m.

390cc kart: from 18 years old.

Proof may be requested.

Race from 16 years old.

As mentioned in Article 7.1 Schedules, any delay will result in a reduction in the karting session.

#### 7.5 Driving simulators

The Client/Participant must comply with all safety rules related to this activity. The safety zone around the simulators is forbidden to unauthorized persons. The personal safety harness must imperatively be fastened when installing in the simulator.

The use of the simulators is strictly forbidden to pregnant women, people with heart problems, people under 1m45 in height, people with epilepsy and strongly discouraged for people suffering from nausea (seasickness), vertigo or inner ear problems.

As mentioned in article 7.1 Schedules, any delay will result in a reduction in the duration of the session.

#### 7.6 Track activities

The Client/Participant will have to comply with the safety rules related to this activity. Participants must hold a valid driving licence for private passenger cars. The presentation of this driving licence will imperatively be requested on the day the track activity takes place. If the Participant holds a driving licence obtained outside the European Economic Area (EEA) or a British licence issued after 31 December 2020, an international licence and/or an official translation in French is required in addition to the foreign licence. The original of these documents and the original of the foreign licence must be presented on the day of the track activity.

In the event of failure to present this driving licence and/or this documents, the ACO will cancel participation of the person(s) concerned and the Client may not claim reimbursement of the track activity. The hot lap activity on a circuit, as a passenger, is accessible for over 16-year-olds, with written authorization from parents or legal guardians.

### **8. TRAFFIC VIOLATION**

In the event of use of vehicles put at the disposal of the Client or Participants by ACO on public roads, the Client or Participants will be held responsible for any violation of traffic regulations in which the provided car may be involved. The Client or the Participant liable for the offence will have to bear all the consequences, as well legal as financial ones and consequently accepts to pay the fines set for the corresponding violations as soon as they are due for payment

### **9 INSURANCE**

The Client undertakes to take out insurance covering its liability for all types of bodily injury, material damage and consequential loss, direct or indirect, caused through its fault or that of the Participants, to third parties or to the Spaces during the Event. He will provide the ACO with a valid certificate of insurance before the Event.

Porsche vehicles put at the disposal by ACO are insured against damage on the cars with an excess of € 2,500 per accident at the Participant's or the Client's expense, severally liable in the case of deterioration of the vehicle. Civil liability is covered by ACO in its capacity of organiser. In the event of an accident with a Porsche vehicle provided by ACO, the Participant is automatically entitled to a « personal accident insurance » covering bodily damage the practice of sport may expose him to (Death/Total Permanent Disability and Medical Expenses coverage limits communicated by the ACO on request). The Participant is also informed of the interest of taking out, with the insurer of his choice, any additional guarantee that he deems necessary. The Client is also informed and will inform the Participants of the interest of taking out, with the insurer of their choice, any additional guarantee that they deem necessary in view of their professional and/or family situation.

### **10. INTELLECTUAL PROPERTY**

The Client undertakes not to carry out any registration on whatsoever territory, or in whatsoever class, of trademarks bearing all of, or a part of, the trademarks which are the property of the ACO, such as, notably: "LE MANS", "24 HEURES DU MANS", "24H LE MANS", "24", "24 HEURES MOTO", "CIRCUIT DU MANS", « AUTOMOBILE CLUB DE L'OUEST » ...

The Client undertakes not to use all of, or a part of, the trademarks which are the property of the ACO or Porsche France, including their use in domain names on Internet sites (URL), nor to damage them in any way, especially with regard to their value and reputation, nor to harm the reputation of the ACO, Porsche France and their subsidiaries. The same applies to drawings, graphics and logos belonging to the ACO and Porsche France.

It is likewise forbidden for the Client to exploit the image of the ACO and its subsidiaries and all the events which they organize, for whatsoever purpose or use. The Client will notably refrain from realizing any product which refers to the trademarks and / or the events organized by the ACO and its subsidiaries.

The Client commits to never infringing on the reputation of the ACO, Porsche France and their subsidiaries, their image as well as all the components of their own intellectual property or their partners'.

The Client authorises the ACO or any service provider authorised by it to take photographs of the Event and to use them as part of its promotional communication. The ACO and Porsche France, without payment of any fee or royalty, shall have the right to use, to reproduce, to have reproduced, to represent, to have represented, with neither territorial nor time limitation, all trademarks, logos, soundtracks, photographs, drawings concerning the Client and the Event on any medium whatsoever for any and all documents, publications, and uses.

The Client undertakes to ensure respect by the Participants for the provisions of this article "INTELLECTUAL PROPERTY".

### **11. CANCELLATION OF ALL OR PART OF THE SERVICES**

#### 11.1 By the Client

It is understood that weather conditions are not considered as a case of force majeure which might allow the Client a free cancellation of his reservation.

In the case of cancellation of his reservation by the Client more than 120 days before the reserved date, the cancellation will take place without any charge.

In the case of cancellation between 120 and 60 days before the reserved date, the Client remains indebted for the down payment of 50 % made.

In the case of cancellation of less than 60 days before the reserved date, the Client will have to pay the total of the amounts stipulated in the quote/proposal.

#### 11.2 By the ACO

The ACO reserves the right to postpone a Service in the event of technical, safety or organisational problems provided that they are duly justified. The ACO will notify the Client as soon as possible. In this case, the date of postponement of the Service will be agreed with the Client.

#### 11.3 Due to the case of force majeure

In the event of force majeure such as, but not limited to: fire, flood, hurricane, tornado, earthquake, war, requisition, revolution, riot and people's uprising, act of State, epidemic, suspended or late transport, attack, national mourning, failure to obtain or withdrawal of administrative authorisations, measures of any authority in response to the current global geopolitical and health context, and any event falling within the definition of Article 1218 of the French Civil Code or usually recognised as such by case law, the parties' obligations will automatically be suspended without having their liability incurred and without the Parties being entitled to claim any compensation whatsoever. The Parties undertake to implement everything to overcome the aforesaid events. Failing this, the Parties are committed to finding an alternative at the earliest opportunity. If, after negotiations carried out in good faith, the Parties do not succeed in agreeing on an alternative solution and if a Party's failure to carry out its obligations is final, the Agreement may be terminated by either of the Parties. As such, climatic conditions that would prevent the ACO from performing its service in complete safety are considered as a case of force majeure suspending the ACO's obligations and justifying the termination of the Contract by right and without compensation.

In the case where the ACO might be obliged to interrupt the provision of Service and thus shorten the length to less than two thirds (2/3) of the time of the activity, it will reimburse the Client the amount of the Service(s) he could not benefit from on a prorata temporis basis.

### **12. TERMINATION**

Each of the Parties shall be entitled to terminate the Contract in advance in the event of a breach by the other Party of any of its contractual obligations after the sending of a formal notice to remedy it which has remained ineffective fifteen (15) days after it has been sent, or immediately in the event of a serious and/or irreparable breach. The Contract will then be automatically terminated, without prejudice to any damages that the injured Party may claim from the defaulting Party.

### **13. CONFIDENTIALITY**

The Client and the ACO undertake not to use any of the information received from the other Party other than for the purposes of the application of the present TCS and to keep all information thus obtained strictly confidential and secret.

### **14. NULLITY / ABSENCE OF NOVATION**

Should a clause of the present TCS become null and void, the TCS and the other clauses shall remain valid.

In case that the ACO has not required the full implementation of some clauses and / or provisions of the present TCS, this will not lead to any novation of the present TCS

regarding these clauses and /or obligations which, unless there is a written derogation, shall remain entirely applicable.

**15. APPLICABLE LAW / JURISDICTION**

These TCS and more broadly the Contract are subject in all respects to French law. Any dispute relating to its interpretation, its execution or its termination that might not have been solved in an amicable way, including in case of multiple defendants or introduction of third parties, will be submitted to the competent jurisdiction of Le Mans.