General Terms and Conditions of Sale

1. Introduction

- 1.1 Welcome to our website www.astonmartinluxembourg.com ("Website"). This Website is made available to you by Louyet Exclusive Luxembourg, a company registered in Luxembourg's commercial register ("Aston Martin Luxembourg", "we", "our"). Our registered office is at 128, Route de Thionville, L-2610 Luxembourg, Luxembourg. Our VAT number is LU24278784.
- 1.2 Please read these general terms and conditions ("Terms") carefully, as they form the basis for your authorized use of our Website. If you have questions or do not agree to these Terms, please contact our customer service using the details at the end of this document.
- 1.3 In addition to these Terms, your use of the Website may also be subject to other specific terms and policies mentioned below.
- 1.5 We recommend that you save and/or print a copy of these Terms for future reference.

2. USE OF OUR WEBSITE

- 2.1 You ("you", "your", "yourself") are authorized to use this Website for your personal, non-commercial use only.
- 2.2 Access to our Website is temporary, and we reserve the right to withdraw or amend the service at any time without notice. You are responsible for making all necessary arrangements to access the Website. You must also ensure that anyone accessing our Website through your internet connection is aware of these Terms.
- 2.3 You are not allowed to use any automated system or software to extract data or content from our Website for use by others, unless you or a third party have a written agreement with us allowing such activity.
- 2.4 You acknowledge that we cannot guarantee the Website will be:
 - (a) unchanged over time—we may modify or withdraw it or require registration or access fees;
 - (b) compatible with all hardware/software you use;
 - (c) available at all times;
 - (d) accurate and up-to-date; or
 - (e) free of errors, viruses, bugs, or harmful components. You must take precautions to protect your system.

2.5 You also acknowledge:

- (a) we cannot guarantee the speed or security of the Website;
- (b) we are not liable for any direct or indirect damage from a virus attack originating from our Website, to the extent permitted by law.

3. CHANGES

3.1 We reserve the right to modify these Terms and other mentioned policies at any time. Please review them regularly. Continued use of the Website indicates your acceptance. If you do not agree to changes, do not use the Website.

4. DATA PRIVACY

4.1 We care about your personal data. Please read our PRIVACY POLICY, which forms part of these Terms, for details on how we handle your data.

5. USE OF COOKIES

5.1 This Website uses cookies. Please see our COOKIE POLICY for more information, which also forms part of these Terms.

6. PURCHASING GOODS & SERVICES

6.1 If you purchase goods or services through our Website, those purchases are subject to our TERMS OF PURCHASE.

7. UPLOADING YOUR CONTENT

7.1 In certain sections of our Website, you may be asked to submit content for publication on our Website and/or for our use, in accordance with these Terms and Conditions ("Your Content").

Your Content will be subject to moderation before any publication on our Website. Aston Martin Luxembourg may, at its sole discretion, determine whether Your Content is suitable for publication on its Website and makes no guarantee regarding the publication or use of Your Content. If you choose to upload content, you must ensure that Your Content complies with our Acceptable Content Guidelines set out below.

8. ACCEPTABLE CONTENT GUIDELINES

8.1Your Content must not infringe on Third Party Rights anywhere in the world.

We do not assume you to be an expert on Third Party Rights, so here are a few examples:

- a. Your Content must not include music unless you are the composer or you have a license granted by the person who composed and recorded the music;
- b. Your Content must not feature any cars other than Aston Martin-branded cars; and
- c. Your Content must not contain identifying elements of any other brands or logos besides those of Aston Martin.
- **8.2** You must have the express consent of any person appearing in Your Content allowing you to publish their image and/or voice, in accordance with the permission you grant us below. If you do not have that person's consent, you must not submit to the Website any content in which that person appears.

8.3 Your Content must not:

- a. show Aston Martin cars being driven dangerously, irresponsibly, or at excessive speed. Your Content must not encourage or endorse antisocial behavior. If cars are shown in Your Content, they must appear to be driven in compliance with the laws and regulations in force in your country (e.g., the Highway Code in France);
- b. contain anything that could reasonably be considered intimidating, defamatory, obscene, indecent, offensive, pornographic, abusive, likely to incite racial hatred, discriminatory, threatening, scandalous, inflammatory, blasphemous, or a breach of trust;
- c. be illegal or infringe on the rights of third parties in any country; and d. be technically harmful (e.g., it must not contain computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data, or other malicious software or harmful data).
- **8.4** By uploading Your Content to the Website, you grant Aston Martin Luxembourg and its designated representatives, as well as Website users, an irrevocable and non-exclusive license (unlimited in duration) to view and use Your Content without restriction, including for commercial purposes.
- **8.5** We do not guarantee that Your Content will be kept on the Website for any specific duration, and we reserve the right to remove Your Content at any time. We strongly recommend that you keep a copy of Your Content as submitted to our Website. This Website should not be used as your primary storage or backup location for images, videos, or text, as Your Content may be permanently deleted at any time, and Aston Martin Luxembourg may not retain any copies.
- **8.6** If you wish to request that we stop using Your Content at any time, please inform us by writing to info@astonmartinluxembourg.com and providing details of Your Content ("Notified Content") and, for any Notified Content published on our Website, the location of that content on the Website. We will make reasonable

efforts to respond promptly to your request and cease use of the Notified Content. However, please note that once Your Content is published, it may be shared and republished by Aston Martin Luxembourg on other websites and used in other media and publications. Although we will make reasonable efforts to cease using the Notified Content within a reasonable time after your request, we cannot guarantee that we will be able to do so if the Notified Content has already been published on the Website or in other media.

9. CONTENT REMOVAL PROCEDURE

- **9.1** If you have good reason to believe that certain Content posted by other users does not comply with the Acceptable Content Guidelines, we ask that you inform us by writing to info@astonmartinluxembourg.com or by clicking the button to report inappropriate content.
- **9.2** If we receive notice that Content posted by other users does not comply with the Acceptable Content Guidelines, we will make every effort to take prompt action and investigate. During this investigation, we reserve the right to immediately remove such Content from our Website.

10. REGISTRATION

- **10.1** You may be required to register on our Website in order to use certain sections or features. Your access to these sections is granted under the following conditions:
- a. You are the only person authorized to use your username and password. b. You must provide accurate, up-to-date, and complete information about yourself at the time of registration.
- **10.2** If you breach these Terms and Conditions or any other terms and policies referred to herein, your account and your ability to access and use it will be immediately revoked by us upon written notice sent to the contact details you provided during registration.
- **10.3** You may terminate your account with us at any time using the appropriate account management screens. If you terminate your account, please note that Your Content posted on our Website will remain visible to other users of the Site, and we may continue to display Your Content on the Website until you expressly request its removal in writing, in which case clause 8.6 will apply.

10.4 We reserve the right to remove your access to the Website and/or your account at any time and for any reason, and we shall not be held liable for any loss or damage resulting from this decision, to the fullest extent permitted by law.

11. CONFIGURATOR APPLICATION

- **11.1** You can use the configuration application ("Configuration Application") on our Website to view the various specifications and finishes available for Aston Martin car models.
- **11.2** You should not consider the specifications or designs produced by the Configuration Application to be fully reliable, as this application is intended for general informational purposes only. We cannot guarantee that these particular specifications or designs will be available for sale or that they can be purchased at the price shown on the Website. Please contact your Aston Martin Luxembourg dealer for further advice or specific information on pricing and availability.

12. TEST DRIVE REQUESTS

- **12.1** You may use our Website to contact Aston Martin Luxembourg and arrange a test drive for a particular Aston Martin model.
- **12.2** We cannot guarantee that all models you are interested in will be available for a test drive at Aston Martin Luxembourg. For specific information regarding availability, please contact your dealer directly.
- **12.3** Please note that to qualify for a test drive of an Aston Martin vehicle, additional terms and conditions apply. These are available upon request from Aston Martin Luxembourg.
- **12.4** Aston Martin Luxembourg reserves the right to refuse a test drive to anyone without providing a reason and without prior notice, and cannot be held liable for any resulting loss or damage, to the fullest extent permitted by law.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Our Website and all information, illustrations, photos, and other content it presents (the "Content") are protected by certain rights. These rights include all patents, rights to inventions, copyrights and related rights, moral rights,

trademarks and service marks, trade names and domain names, goodwill and rights to legal action for commercial deception or unfair competition, design rights, and all other intellectual property rights, whether registered or not (the "Rights"). These Rights are the direct property of Aston Martin Luxembourg or are licensed to Aston Martin by their respective holders or licensors.

- **13.2** You are permitted to view, print, and use the Website and the Content solely for personal and non-commercial purposes. We expressly reserve all Rights related to the Website and the Content, and your use of the Website and the Content is subject to the following restrictions. You are prohibited from:
 - a. removing any copyright notice or other proprietary notice from the Content:
 - b. using any Content from our Website in a way that would infringe our Rights or the Rights of any third party;
 - c. reproducing, modifying, displaying, representing, publishing, distributing, disseminating, broadcasting, framing, communicating to the public, or circulating to third parties, or exploiting our Website and/or the Content in any way, including for commercial purposes, without our prior written consent.
- **13.3** Any use of the Website or Content in a manner not expressly authorized by these Terms and Conditions may constitute an infringement of our Rights or the Rights of our Licensors. We, along with our Licensors, reserve the right to exercise all rights and take legal action regarding any infringement of the Rights related to this Website or the Content it provides access to.
- **13.4** Aston Martin Luxembourg reserves the right to refuse a test drive to any applicant, without providing a reason or prior notice, and cannot be held liable for any resulting loss or damage, to the fullest extent permitted by law.

14. TRADEMARKS

- **14.1** We reserve all Rights related to the domain name www.astonmartinluxembourg.com and all domains and subdomains, the name "Aston Martin Luxembourg," our logo and service marks, our brand names, trade names, and/or trademarks appearing on the Website. All other elements, trademarks, product names, and company names appearing on the Website may be trademarks belonging to their respective owners or licensors, and the Rights to these marks are reserved and owned by their respective owners and licensors.
- **14.2** Nothing in these Terms and Conditions shall be construed as granting any license or right to such domain names or trademarks.

15. RELIABILITY OF WEBSITE INFORMATION

- **15.1** The information published on our Website is provided for general informational purposes only and you should not rely on it. We expressly exclude any liability for any damage or loss resulting from your reliance on any information contained on our Website, to the fullest extent permitted by law.
- **15.2** We recommend that you seek advice before taking any action based on the information contained or generated by our Website. You may contact our customer service using the contact details provided at the end of these Terms and Conditions for any further assistance in this regard.

16. OUR LIABILITY

- **16.1** Our sole liability to you regarding the use of our Website concerns any direct losses you may suffer as a result of our breach of these Terms and Conditions. We shall not be liable for any indirect, special, incidental, or consequential damages or losses you may incur, including, but not limited to, loss of data or profits or interruption of business or professional activity.
- **16.2** Aston Martin Luxembourg shall not be responsible for Content posted by other users and available on the Website. If you believe such Content infringes any Rights or is illegal, please use the Website's reporting feature to allow us to investigate the matter.
- **16.3** Aston Martin Luxembourg shall not be liable under these Terms and Conditions for any experience promoted and provided by a third-party experience management partner on the Website Experiences. Liability for such experiences is defined by the terms and conditions governing them.
- **16.4** We do not exclude our potential liability to you in the following circumstances:
- a. bodily injury or death resulting from our negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any reason for which it would be unlawful for us to exclude or attempt to exclude our liability.

- **17.1** You acknowledge that your use of the Content in a manner not expressly permitted by these General Terms may constitute an infringement of our Rights or the Rights of our third-party licensors, and we reserve, along with our licensors, all rights and legal remedies against you in respect of such infringement.
- **17.2** You therefore agree to indemnify Aston Martin Luxembourg, its group companies, clients, associates, and affiliated companies against all losses and liabilities and any costs, damages, or expenses that may be incurred as a result of:
- a. your breach of these General Terms, and/or
- b. your use of the Content, and/or
- c. any or all of Your Content.

18. LINKS TO OUR WEBSITE

- **18.1** You may link to any page of our Website for non-commercial purposes, provided that you do so fairly and legally and without damaging our reputation or benefiting from it.
- **18.2** You are prohibited from linking to our Website in a way that suggests any form of association, approval, or endorsement by us where none exists.
- **18.3** You are prohibited from removing, hiding, or modifying in any way any advertisement, copyright notice, or other information on our Website. Our Website must not be framed by another site.
- **18.4** If you wish to link to our Website for commercial purposes or for purposes not covered herein, please contact us at the details below.
- **18.5** We reserve the right to withdraw any linking permission at any time without prior notice.

19. THIRD-PARTY WEBSITES

19.1 Our Website and/or its Content may include links to third-party websites. If you choose to visit any of these sites, you do so at your own risk. We cannot be held responsible for the content, accuracy, or opinions expressed on such sites. The links do not imply any affiliation or association, nor those of our Website, with such sites.

19.2 Your browsing and interaction with third-party websites, including sites linking to our Website, are subject to the regulations and policies of those sites. Please read those regulations and policies before browsing those sites.

20. USED VEHICLES

- **20.1** While every effort is made to ensure the truthfulness and accuracy of the information relating to used vehicles on our relevant site, Aston Martin Luxembourg cannot be held responsible for such information. This information and the used vehicles are made available to site users through Aston Martin Luxembourg and are subject to Aston Martin Luxembourg's general terms and conditions.
- **20.2** Please contact Aston Martin Luxembourg to confirm the details, condition, availability, exact price, features, specifications, equipment, and mileage of the vehicle.
- **20.3** The information provided about used vehicles does not constitute and should not be interpreted as offers for sale, and the dealership may accept or reject your offer at its sole discretion. Prices, specifications, and availability are provided for information purposes only.

21. REQUESTS & COMPLAINTS

21.1 For any inquiries or complaints regarding this Website, please contact our customer service at the following address: Aston Martin Luxembourg, 128 Route de Thionville, L-2610 Luxembourg, Luxembourg. We will make every effort to respond to your request or resolve any complaint as quickly as possible.

22. GENERAL TERMS & GOVERNING LAW

- **22.1** You are not permitted to assign, sublicense, or otherwise transfer any of your rights under these General Terms.
- **22.2** If any provision of these General Terms is found to be invalid for any reason, the invalidity of that provision shall not affect the remaining provisions, which shall remain fully enforceable.
- **22.3** The failure of either party to exercise any right or to take legal action under these General Terms shall not constitute a waiver of that right or remedy.

- **22.4** Any claims related to this Website fall under the exclusive jurisdiction of the Luxembourg courts. These General Terms are governed by the laws of Luxembourg.
- **22.5** The Content on our Website may not comply with the legal requirements of countries other than Luxembourg. If you choose to access our Website from outside Luxembourg, it is your responsibility to determine the extent to which local laws apply and to ensure compliance with them.