

Scope of application: The following terms and conditions apply to rental car journeys of Österreichische Postbus Aktiengesellschaft (hereinafter referred to as "Postbus AG"), with the exception of ski buses, school transport and rail replacement transport.

1. **The bus is rented including the driver.** The driving of the bus by unauthorized persons is prohibited.
2. The customer acknowledges that the agreed price only covers the agreed service. Additional services in relation to the scope of services - for reasons for which the orderer is responsible or the passengers, as well as if safety requires it or if traffic-related requirements exist - will be invoiced separately. Any organisation for catering and accommodation of the driver, as well as the costs thereof, shall be borne by the customer. Likewise, all expenses not connected with the operation of the vehicle, such as in particular road tolls, parking fees, etc., shall be paid by the customer, unless otherwise agreed in writing.
3. Postbus AG shall be liable for the timely provision of the ordered vehicles ready for operation, unless this is prevented by circumstances for which Postbus AG is not responsible (force majeure, strike, etc.). Postbus AG shall not be liable for claims by passengers who do not arrive in time for the departure time announced by the driver or tour guide during stopovers. Furthermore, Postbus AG shall not be liable for claims of passengers who cannot be transported because they do not have the necessary personal documents with them. Nor is Postbus AG liable for delayed arrival at the stopover or at the departure/destination.
4. The bus may only be occupied by the number of passengers for which it is licensed.
5. Hand baggage or luggage must be packed in such a way that the contents are secured against loss, reduction or damage. The name and address of the owner must be indicated on the luggage in a liable manner. The amount of luggage per person must not exceed the usual amount. Passengers must check that their luggage is loaded onto the bus themselves. Dangerous, bulky or other unusual luggage can be excluded from the carriage. are excluded from carriage as hand luggage and registered luggage are objects: with an individual weight of more than 25 kilograms, which cannot be loaded because of their nature or size, the contents of which consist of dangerous substances. The driver is entitled to inspect the contents of the luggage in the presence of the passenger if there is a justified assumption that there is a reason for exclusion. The Company assumes no liability for loss or damage caused by inadequate packaging or the special nature of the goods.
6. Postbus AG is not liable for luggage that is lost after unloading from the bus. Similarly, Postbus AG is not liable for luggage items that remain on the bus overnight or have been forgotten.
7. Liability for loss, diminution or damage to luggage is provided within the framework of the regulations in force for motor vehicle traffic. In the event of liability, Postbus AG shall be liable to pay compensation up to the amount of the proven damage, but not exceeding EUR 200 per item of luggage. There is no liability for inadequately packed, damaged or unsealed baggage, nor for money and valuables.
8. **The liability of Postbus AG for claims for damages of any kind - to the extent permitted by law - is excluded, unless gross negligence or intent Action is present.** This does not apply to personal injury. If a passenger contaminates or damages the bus or its equipment, the orderer has to pay for the cleaning and/or repair costs, as well as the associated possible loss of earnings due to standing times.

9. The following are excluded from transport
 - Persons suffering from a notifiable illness or who, for reasons such as drunkenness, inappropriate behaviour or the like, would foreseeably be a nuisance to other passengers,
 - as well as persons who could annoy other passengers or contaminate the vehicle due to their external condition,
 - Children under six years of age without an accompanying person. The driver is not burdened with the duties of the person under custody, unless expressly agreed otherwise in writing.
 - Persons carrying loaded firearms, with the exception of authorised public security bodies,
 - Persons who do not observe the prescribed order or who do not have the necessary fail to comply with instructions given by the staff of the carriers.
10. It is forbidden to bring animals of any kind. The driver is responsible for a possible exception, as long as a danger or annoyance can be excluded by taking the animal along.
11. Postbus AG may exceed the agreed return time if this is required by labour law.
12. The driver must be granted the legally prescribed breaks from driving to comply with the maximum driving time.
13. The driver is entitled to deviate from the prescribed route if safety so requires.
14. About opening and closing the windows, operating the heating and ventilation systems is decided exclusively by the driver.
15. A cancellation can only be taken note of in writing at least 1 day before departure. With the exception of the right of withdrawal for consumers (point 16.), the following cancellation rates apply:
 - Free of cancellation up to 1 week before departure
 - Up to 3 days before departure date 50
 - Up to 1 day before departure 100
16. **Right of withdrawal for consumers, cancellation policy**

If the customer is a consumer and the contract is concluded exclusively in distance selling (e.g. telephone, fax, e-mail) or outside business premises, the customer as a consumer within the meaning of the KSchG has a statutory right of withdrawal within the meaning of the Fern- und Auswärtsgeschäfte-Gesetz (FAGG). The withdrawal period is 14 days for service contracts from the day of the conclusion of the contract.

However, this right of withdrawal shall not apply in the event that the service is provided within 14 days of conclusion of the contract and that in that case the consumer has expressly agreed that performance of the contract shall commence within 14 days of conclusion of the contract and that the contract has been performed in full.

The withdrawal period shall be deemed to have been observed if the declaration of

withdrawal is sent within the period. Withdrawals from the contract declaration are therefore possible within 14 days from the conclusion of the contract without giving reasons by sending a written withdrawal declaration (e.g. by letter, e-mail). Withdrawal shall be deemed to have taken place in due time if the consumer sends his declaration of withdrawal by electronic or postal mail on the last day of the period.

The declaration of withdrawal is not bound to any particular form. The consumer can use the attached model withdrawal form, which is not mandatory.

The written declaration of withdrawal must be addressed to

Service of Postbus AG, with which the customer has a business relationship or to which

**Österreichische Postbus Aktiengesellschaft
Am Hauptbahnhof 2
1100 Vienna Fax: +43 (1)
79 444-4009
e-mail: service@postbus.at**

In the event of an effective cancellation, we must reimburse all payments made by the consumer, including delivery costs where applicable, without delay, but at the latest within 14 days of receipt of the cancellation notice. We shall use the same means of payment for the refund as that used by the consumer to make his payment; however, the use of another means of payment shall be permissible if this has been expressly agreed with the consumer and no costs are incurred by the consumer as a result.

In the event that the consumer has requested that the service be commenced during the withdrawal period, the consumer shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time the consumer informs us of the exercise of the right of withdrawal in respect of this contract compared to the total amount of the service provided for in the contract.

17. The fare is due within 14 days without deduction after presentation of invoice.
18. **Direct debit authorisation/preliminary information:**

Based on a SEPA Direct Debit Mandate to be issued in each individual case, the amount due is collected from the payer's account on the 15th of a month (due date) at the earliest. If this day falls on a Saturday, Sunday or public holiday, the next following working day shall be deemed the due date. The Debtor shall provide for the appropriate account coverage. The debtor will be informed separately and in due time about the due date and the concrete amount in each individual case.

The client undertakes to disclose changed bank details without delay. The contractor is entitled to charge bank charges for each returned direct debit that is not honoured.

19. In the event of default of payment by the customer, Postbus AG shall be entitled to demand compensation for the actual damage incurred or default interest at a rate of 9.2% p.a. above the applicable base rate. If the customer is a consumer, the interest on arrears shall be 4 % p.a.

In the event of default, the customer undertakes to reimburse Postbus AG for any reminder fees (in the amount of EUR 5 to EUR 50) and collection expenses incurred, insofar as they are necessary for appropriate legal action. In particular, the customer undertakes to reimburse a maximum of the fees charged by the collection agency involved, as set out in the BMWA regulation

on the maximum rates of fees charged by collection agencies.

20. The orderer is obliged to confirm the number of persons, time of return, possible route changes on the given form. Deviations from the offer must be confirmed in writing on the driver's travel order.
21. Any complaints regarding deficiencies in the execution of the travel order shall be lodged with the carrier, failing which a reduction of the fare shall be forfeited or claim for damages immediately in writing.
22. Austrian law applies. Austrian domestic jurisdiction is agreed. If it is not a consumer transaction, the exclusive place of

jurisdiction for all legal disputes arising from and in connection with the concluded contract shall be the competent court in Vienna.

23. Data protection

Trust

Data protection is a matter of trust and the Trust of our customers is important to us. All personal data is only collected, processed and used ("used") by us within the legal framework.

You can find more information at <https://www.postbus.at/de/rechtliches>.

REVOCATION FORM
in case of withdrawal for consumers

If you want to cancel the contract, please fill out this form and send it back to

Service of Postbus AG (*)

.....

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or

Österreichische Postbus Aktiengesellschaft
Am Hauptbahnhof 2
1100 Vienna
Fax: +43 (1) 79 444-4009
e-mail: service@postbus.at

I/we herewith revoke the contract concluded by me/us
Contract for the provision of the following service:

.....

Ordered on.....

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s):

Date:

(*) Department with which you have a business relationship