

## I. Validity

All deliveries, services and offers of Österreichische Postbus Aktiengesellschaft are based exclusively on these terms and conditions. In the following,

Österreichische Postbus Aktiengesellschaft will be referred to as "Postbus AG" for short.

We do not recognise any terms and conditions of the customer that are contrary to or deviate from our terms and conditions of business unless we have expressly agreed to their validity. Contract performance actions on our part shall not be deemed to be consent to contractual conditions deviating from our terms and conditions. These terms and conditions shall also apply as a framework agreement for all further legal transactions between the contracting parties. In the event of the legal invalidity of a contractual provision the parties to the contract to replace this provision with one that is valid and comes closest to the legally invalid provision in terms of content. The other provisions shall remain unaffected.

## II. Conclusion of contract and transfer of risk

If the goods are collected by the buyer himself, use and risk shall pass to the buyer at the latest upon handover at the cash desk.

## III. Price

1. All prices quoted by us are exclusive of value added tax, unless otherwise expressly stated.
2. If wage costs should change due to collective bargaining regulations in the industry or internal company agreements or if other cost centres relevant to the calculation or costs necessary for the provision of services such as those for materials, energy, transport, external work, financing etc. should change, we shall be entitled to increase or reduce prices accordingly.
3. Pt. III.2. does not apply to transactions with consumers within the meaning of the Consumer Protection Act.

## IV. Terms of payment, interest on arrears

In the absence of any agreement to the contrary, claims of Postbus AG are to be paid in cash concurrently with delivery of the goods. Discount deductions require a separate agreement. In case of default of payment, also with partial payments, any discount agreements shall also become invalid. Payments by the customer are only considered to have been made when they are received in our business account.

## Direct debit authorisation/preliminary information

Based on a SEPA Direct Debit Mandate to be issued in each individual case, the amount due is transferred from the payer's account at the earliest on 15. of a month (due date). Should this day fall on a Saturday, Sunday or public holiday, the next following working day shall be deemed the due date. The payer must ensure that the account is covered. 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.

In the event of default of payment by the customer, we are entitled, at our discretion, to demand compensation for the damage actually incurred or **interest on arrears at a rate of 9.2%.**

**p.a. above the base rate.** If the customer is a consumer, the interest on arrears amounts to 4% p.a. **In the event of default of payment by the customer, Postbus AG shall also be entitled to demand compound interest at a rate of 9.2% p.a. above the base rate from the date of delivery of the goods;** if the customer is a consumer, the compound interest shall also be 4% p.a.

## V. Withdrawal from the contract

In case of default of acceptance (point VIII.) or other important reasons, such as in particular bankruptcy of the customer or bankruptcy rejection due to lack of assets, as well as in case of default of payment of the customer, we are entitled to withdraw from the contract, provided that the contract has not yet been completely fulfilled by both parties. In the event of withdrawal, we have the option, if the customer is at fault, to demand a **flat-rate compensation of 15% of the gross invoice amount or compensation for the actual damage incurred. If the customer is in default of payment, we shall be released from all further service and delivery obligations** and shall be entitled to withhold outstanding deliveries or services and to **demand advance payments or securities** or to withdraw from the contract after setting a reasonable grace period. If the customer - without being entitled to do so - withdraws from the contract or requests its cancellation, Postbus AG shall have the choice of insisting on the performance of the contract or agreeing to the cancellation of the contract; in the latter case, the customer shall be obliged to pay, at our discretion, a **flat-rate**

**compensation amounting to 15% of the gross invoice amount or the actual damage incurred.**

## VI. Right of withdrawal for consumers, cancellation policy

If the customer is a consumer and the contract is concluded exclusively by distance selling (e.g. telephone, fax, e-mail) or outside of 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 conclusion of the contract; for sales contracts from the time the consumer or a third party named by the consumer who is not the carrier of the goods takes possession of the goods;** for contracts for several goods which the consumer has ordered within the framework of a uniform order and which are delivered separately, from the time the consumer or a third party named by the consumer who is not the carrier of the goods takes possession of the last goods; in the case of a contract for the delivery of goods in several instalments or in several parts, from the moment the consumer or a third party, other than the carrier of the goods and nominated by him, takes possession of the last instalment or the last part; in the case of a contract for the delivery of goods on a regular basis over a period of time from the moment the consumer or a third party, other than the carrier of the goods and nominated by him, takes possession of the first goods.

However, this right of withdrawal shall not apply where the provision of services begins within 14 days of the conclusion of the contract and where, in that event, the consumer has expressly agreed that the performance of the contract shall begin within 14 days of the conclusion of the contract and that the service has then been fully provided. The right of withdrawal is also excluded for contracts for goods that are produced according to customer specifications or clearly tailored to personal needs.

**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 is considered to have taken place in good time if the consumer sends his declaration of withdrawal electronically or by post on the last day of the period. The declaration of rescission is not bound to

any particular form. The consumer may use the attached sample withdrawal form for this purpose, which is not mandatory.

**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. If the consumer has expressly chosen a method of delivery other than the cheapest standard delivery offered by the trader, he shall not be entitled to any reimbursement of the additional costs incurred by the consumer as a result.

The consumer must **return the received goods to us without delay, at the latest, however, within 14 days from the submission of the declaration of withdrawal**; this does not apply if we have offered to collect the goods ourselves. The return period shall be deemed to have been observed if the goods are dispatched within this period. The consumer shall bear the direct costs of the return shipment.

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.

#### **VII. Dunning and collection charges**

In the event of default, the contractual partner (customer) undertakes to reimburse the creditor for any reminder fees (in the amount of EUR 5.00 to EUR 50.00) and collection expenses incurred by the creditor, insofar as they are necessary for appropriate legal prosecution, whereby the contractual partner (customer) undertakes with regard to collection expenses to reimburse a maximum of the remuneration of the collection agency involved, which is based on the BMWA regulation on the maximum rates of remuneration charged by collection agencies.

The written declaration of withdrawal must be addressed to **office** with which

#### **VIII. Delivery, transport, default of acceptance Our sales prices do not include delivery costs.**

If the customer has not taken over the goods as agreed (**default of acceptance**), we are entitled, after unsuccessful setting of a grace period, either to **store** the goods on our premises, for which we will charge a **storage fee** of 0.1% of the gross invoice amount per commenced calendar day, or to store them at the customer's expense and risk with a businessman authorised to do so. At the same time, we are entitled either to insist on fulfilment of the contract or, after setting a reasonable period of grace of at least 2 weeks, to withdraw from the contract and to use the goods elsewhere.

#### **IX. Delivery time**

**Postbus AG shall only be obliged to perform the service as soon as the customer has fulfilled all its obligations necessary** for performance, in particular all technical and contractual details, preparatory work and preparatory measures.

Postbus AG is entitled to **exceed** the agreed dates and delivery periods **by up to one week**. Only after expiry of this period may the customer withdraw from the contract after setting a reasonable grace period.

#### **X. Place of performance**

The place of performance is the place where the respective contract is concluded or a separately agreed place.

#### **XI. Minor changes in performance**

If the transaction is not a consumer transaction, minor or other **changes to** our service, consulting or other services which are reasonable for our

customers shall apply. or delivery obligation in advance as approved. This applies in particular to deviations caused by the object.

#### **XII. Compensation**

The **liability of Postbus AG for claims for damages of any kind is excluded - to the extent permitted by law** - unless there is gross negligence or intent. This does not apply to personal injury or, in the case of consumer transactions, to damage to items accepted for processing. The existence and the type of the degree of fault must be proven by the injured party, unless it is a consumer transaction. **If it is not a consumer business, the limitation period for claims for damages is six months from the transfer of risk.** The

customer has a business relationship or to the

provisions contained in these terms and conditions or otherwise agreed upon on compensation for damages shall also apply if the claim for damages is asserted in addition to or instead of a warranty claim.

#### **XIII. Warranty**

Apart from those cases in which the right of rescission is legally entitled, we reserve the right to terminate the warranty claim at our discretion. through improvement (rectification), replacement or price reduction. The goods are to be examined immediately after delivery. Any defects discovered in the process must be notified to the seller immediately, stating the nature and extent of the defect. Hidden defects are to be reported immediately after their discovery; the warranty claim ends in any case six months after the transfer of risk. If a notification of defects is not made or not made in time, the goods shall be deemed to be approved. The assertion of warranty claims or claims for damages, as well as the right to contest errors due to defects, are excluded in these cases. The corresponding legal regulations apply to consumer transactions.

#### **XIV. Product liability**

Recourse claims within the meaning of § 12 of the Product Liability Act are excluded, unless the party entitled to recourse proves that the defect was caused in our sphere and was at least grossly negligent.

#### **XV. Reservation of title and its assertion**

**All goods are delivered by us under retention of title** and remain our property until full payment has been made. The assertion of the reservation of title shall only constitute a withdrawal from the contract if this is expressly declared. In the event that goods are taken back, we are entitled to charge any transport and handling expenses incurred. In the event of access by third parties to the reserved goods - in particular through seizure - **the customer undertakes to point out our ownership and to inform us immediately.** If the customer is a **consumer or not an entrepreneur whose ordinary business operations include trading with the goods purchased from us, he may not make any claims against us until the outstanding purchase price has been paid in full. not to dispose of the reserved goods, in particular not to sell, pledge, give away or lend them.**

The customer bears the full risk for the reserved goods, in particular for the risk of destruction, loss or deterioration

**XVI. Assignments of claims**

In case of delivery under reservation of title, the customer assigns to Postbus AG already now his claims against third parties, as far as these arise from the sale or processing of our goods, until final payment of our claims. Upon request, the customer shall inform Postbus AG of his customers and notify them of the assignment in due time. The assignment shall be entered in the business books, in particular in the open item list, and shall be made visible to the customer on delivery notes, invoices, etc. If the customer is in arrears with his payments to us, the sales proceeds received by him shall be separated and the customer shall only hold them in our name. Any claims against an insurer are already now assigned to us within the limits of § 15 of the German Insurance Contract

Act. Claims against us may not be assigned without our express consent.

**XVII. Retention**

If it is not a consumer transaction, the customer is not entitled to retain the entire gross invoice amount, but only a reasonable part of it, if the complaint is justified, except in cases of rescission.

**XVIII. Choice of law, place of jurisdiction**

Austrian law applies. The applicability of the UN Sales Convention is expressly excluded. The contract language is German. The contracting parties agree on Austrian domestic jurisdiction. 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.

**XIX. Data protection**

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 further information at <https://www.postbus.at/de/rechtliches>.

**XX. Change of address, protection of intellectual property and copyright**

The customer is obliged to inform us of any changes of his residential or business address as long as the legal transaction which is the subject of the contract is not completely fulfilled by both parties. If such notification is omitted, declarations shall be deemed to have been received even if they are sent to the last address notified.

Plans, sketches or other technical documents, as well as samples, catalogues, brochures, illustrations and the like shall always remain our intellectual property; the customer shall not receive any rights of use or exploitation of any kind whatsoever.

**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](mailto:service@postbus.at)**

I/we ..... hereby revoke the contract concluded by me/us..... for the  
purchase of the following goods / the provision of the following service (\*\*)

.....

Ordered on/received 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  
(\*\*) Delete as appropriate