

## I. Validity

The following terms and conditions of business apply only insofar as special terms and conditions of Österreichische Postbus Aktiengesellschaft (e.g. repair orders, trade, delivery orders) do not apply. In the following, Österreichische Postbus Aktiengesellschaft will be referred to as "Postbus AG" for short. If no such specially regulated terms and conditions are applicable, **deliveries, services, advice and offers** of Postbus AG shall be made exclusively on the basis of these terms and conditions; we shall not recognize any terms and conditions of the customer that conflict with or deviate from our terms and conditions, unless we have expressly agreed to their validity. In this respect, contractual performance 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 contracting parties agree 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 in their effectiveness.

## 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, fee

3.1 All **prices** quoted by us are **exclusive of value added tax**, unless otherwise expressly stated.

3.2 If wage costs should change due to collective bargaining regulations in the industry or internal company agreements or if other cost centres relevant for 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.

3.3 Section 3.2 shall not apply to transactions with consumers within the meaning of the Consumer Protection Act.

3.4 In the case of consulting services provided by Postbus AG, the customer shall be entitled to payment of an appropriate fee. The amount of the fee shall be based on the customer's written agreement with Postbus AG.

If the execution of the order is prevented by the customer after signing the contract (e.g. due to termination), Postbus AG shall nevertheless be entitled to the agreed fee. If the execution of the order is prevented by circumstances that constitute an important reason on the part of Postbus AG, the latter shall only be entitled to that part of the fee corresponding to its previous services. This shall apply in particular if, despite termination, the customer is still able to use the services provided to date.

Postbus AG may make the completion of its services dependent on the full satisfaction of its fee claims. Except in the case of obvious defects, complaints regarding the work of Postbus AG shall not entitle the company to withhold the remuneration to which it is entitled.

## 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 step by step against delivery of the goods or upon performance of the service. Discounts require a separate agreement.

### 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. From this point in time on, the client is in default. In the event of default of payment, even with partial payments, any discount agreements shall also become invalid. Payments of the customer are only considered to be made at the time of receipt on our business account. If the customer is in default of payment, we are entitled to demand compensation for the actual damage incurred or **default interest at 9.2% p.a. above the base rate**, at our discretion. 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 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 the event of default of acceptance (point VIII.) or other important reasons, such as in particular bankruptcy of the Customers or bankruptcy rejection due to lack of assets, as well as in the event of default of payment by the customer, we are entitled to withdraw from the contract if 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. In the event of default of payment by the customer, we shall be released from all further service, consulting 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 option 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 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

Auswärtsgeschäftegesetz (FAGG). The withdrawal period is **14 days for service contracts from the day of conclusion of the contract; for sales contracts from the time of taking possession of the goods by the consumer or a third party named by the consumer who is not the carrier 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 of taking possession of the last goods by the consumer or a third party named by the consumer who is not the carrier of the 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 the service begins within 14 days of the conclusion of the contract and where, in that event, the consumer has expressly agreed that performance of the contract may 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 manufactured 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 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 the consumer has chosen for the

The use of another means of payment is permitted, however, if this has been expressly agreed with the consumer and the consumer does not incur any costs 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 without delay, at the latest however within**

**14 days from the date of the declaration of withdrawal**; this shall not apply if we have offered to collect the goods ourselves. The return period is deemed to have been observed if the goods are dispatched within the 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 the reminder fees of EUR 5 to EUR 50 and collection expenses, insofar as they are necessary for appropriate legal prosecution, whereby the contractual partner (customer) undertakes, with regard to collection expenses, to pay a maximum of of collection agency, which are based on the BMWA ordinance on maximum rates of debt collection. the fees due to collection agencies.

#### **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 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 an authorised tradesman. 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 it is not a consumer transaction, minor or other **changes** to our service, consulting or delivery obligations that are reasonable for our customers shall be deemed approved in advance. 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 does not concern a consumer business, the period of limitation for claims for damages is six months from the transfer of risk.** The provisions on damages contained in these terms and conditions or otherwise agreed upon 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 fulfil the warranty claim at our discretion by improvement (rectification), exchange or price reduction. The goods must be inspected immediately after delivery. Any defects discovered in the process must be notified to the seller immediately, stating the type and scope 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. Postbus AG shall be entitled and obliged to remedy any inaccuracies and defects in its consulting services that become known subsequently. It shall be obliged to inform the customer of this without delay. The customer shall be entitled to have defects rectified free of charge, provided that Postbus AG is responsible for such defects. This entitlement shall expire six months after Postbus AG has provided the service objected to. The reversal of the burden of proof, i.e. the obligation of Postbus AG to prove its innocence of the defect, is excluded. 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

The party entitled to recourse proves that the error 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 received. The assertion of the retention 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, until the outstanding purchase price claim is settled in full **via the goods subject to retention of title, in particular not to dispose sell, pledge, give away or lend** **the customer bears the full risk for the goods subject to retention of title**, 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 excluded within the limits of the

§ Section 15 of the German Insurance Contract Act has already been assigned to us.

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

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

The customer is obliged to **notify us of any changes of his residential or business**

**address** as long as the contractual legal transaction is not completely fulfilled by both parties. If the **notification is omitted, declarations shall also be deemed received if they are sent to the last known address.**

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. In the case of consulting services, the customer is obliged to ensure that the offers, reports, analyses, expert opinions, organization charts, programs, performance descriptions, drafts, calculations, drawings, data carriers and the like prepared by Postbus AG in the course of the consulting order are used only for the purposes of the order. In particular, the passing on of professional statements of any kind made by Postbus AG to third parties, whether in return for payment or free of charge, requires the written consent of Postbus AG. No liability of Postbus AG to the third party shall be established thereby.

The use of professional statements of Postbus AG for advertising purposes by the client is not permitted. Any violation shall entitle Postbus AG to terminate without notice all orders not yet executed.

Postbus AG retains a copyright on its services. In view of the fact that the consulting services provided are the intellectual property of Postbus AG, the right of use of the same, even after payment of the fee, shall apply exclusively for the customer's own purposes

## **General Terms and Conditions of Österreichische Postbus Aktiengesellschaft**



and only to the extent specified in the contract. Any transfer nevertheless made, even in the course of a dissolution of the company or bankruptcy, but also the short-term transfer for reproduction purposes entails claims for damages. In such a case, full satisfaction must be provided.

**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 (\*)**

.....

.....

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 purchase of the following goods/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