

## General Terms and Conditions of Österreichische Postbus Aktiengesellschaft For repairs und refuelling

### 1. GENERAL PROVISIONS

All repairs and maintenance work in workshops as well as refuelling by Österreichische Postbus Aktiengesellschaft (hereinafter referred to as the Contractor) shall be carried out exclusively in accordance with the following terms and conditions. Deviating terms and conditions of the business partner are only binding if they have been expressly accepted by the contractor in writing. Neither omitted objection nor execution of the repairs and services shall constitute an acceptance of the terms and conditions of the business partner. 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. The bearer of the vehicle is considered to be the authorized representative of the customer.

### 2. CONCLUSION OF CONTRACT AND CONTENT

The contract is concluded by the signing of the order by the client himself or by his representative. The Contractor is entitled to make the acceptance of an order subject to the provision of a security (e.g. bank guarantee, advance payment) and to have the Client's details verified by recognised organisations authorised to do so. Unless otherwise expressly agreed in writing when the order is placed, the replaced parts shall become the property of the contractor without compensation. If otherwise agreed, old parts must be taken back at the latest one week after completion of the repair.

### 3. QUOTATIONS

Estimates of costs are against payment, are of a purely informative nature and are in no way binding. The contractor expressly reserves the right to make changes to the prices of spare parts or work. The contractor does not guarantee the correctness of issued cost estimates. In the event of cost overruns of up to 15 percent, no separate notification of the client is required and these costs can be invoiced without further ado.

### 4. PRICES AND PAYMENT

All prices are in Euro, whereby the statutory value added tax is shown separately. The Contractor is entitled to invoice the work performance according to the actual amount and the expenditure incurred by presenting the corresponding receipts. The Contractor may demand advance payments for the repair costs. If the customer does not make the agreed advance payments, the contractor is entitled to withdraw from the contract. Payment for goods or services accepted without objection must be made in cash after acceptance of the goods and unobjected invoicing. If a client purchases tank and repair services/spare parts deliveries, the latter undertakes to grant the contractor a collection authorisation.

#### 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.

Should this day falls on a Saturday, Sunday or public holiday, the next following working day shall be considered the due date. The payer must ensure that the account is adequately 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. From this point in time on, the client is in default. The contractor reserves the right to hand over the prosecution of claims to a debt collection agency or to a lawyer in case of default of payment or failed direct debiting.

In the event of default of payment, **interest on arrears at a rate of 9.2% p.a. above the base rate, as well as reminder fees of EUR 5 to EUR 50 and collection charges shall be invoiced**, whereby the contractor undertakes with regard to collection charges 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. If the customer is a consumer, the interest on arrears amounts to 4% p.a. The contractor reserves the right to block the tank key(s) in the event of late payment. Offsetting against own claims against the contractor is excluded.

### 5. COMPLETION

**Changes or extensions of the repair order issued by the customer can delay the promised completion date, the contractor is not in default. A delay of the completion date due to force majeure, riot, strike, lockout or considerable interruption of operations through no fault of the Contractor, in particular due to a lack of skilled workers or supplies, shall not constitute a case of default.** The contractor undertakes to inform the customer about delays as far as this is possible and reasonable. In principle, **only spare parts of the contractor will be processed.** If, however, parts brought in by third parties are installed at the request of the customer, the **customer shall indemnify and hold the contractor harmless in respect of all disadvantages and damages arising.** Any liability of the contractor for these damages is excluded in any case.

### 6. 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 in the case of sales contracts, from the day the consumer or a third party designated by the consumer who is not the carrier of the goods takes possession of the goods;** in the case of contracts for several goods which the consumer has ordered in a

single order and which are delivered separately, from the day the consumer or a

third party designated by the consumer who is not the carrier takes possession of the last goods

of the goods; in the case of a contract for the supply of goods in several instalments or in several pieces, 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 piece; in the case of a contract for the supply of goods on a regular basis for a specified period after 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 Aktiengesellschaft,** 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. 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

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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 does not apply if we have offered to return the goods.

to pick it up yourself. The time limit for returning the goods is met if the goods are dispatched within the period. The direct costs of the return shipment are to be borne by the consumer.

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.

### 7. RIGHT OF LIEN

The contractor is entitled to a contractual lien on the objects which have come into his possession as a result of the order because of his claim from the order. The contractual lien can also be asserted for claims arising from work carried out earlier, deliveries of replacement parts and other services, insofar as they are connected with the object of the order. The contractual lien shall only apply to other claims arising from the business relationship if these are undisputed or a legally binding title exists and the object of the order belongs to the client.

**8. RIGHT OF RETENTION** The contractor is entitled to a right of retention of the customer's repair item concerned due to all his claims arising from the order in question, in particular for the expenditure made or the damage caused to him, as well as for relevant material deliveries. This shall also apply to claims from previous repair orders, insofar as these were placed by the same Customer and affected the same object of repair.

### 9. WARRANTY

The warranty period shall be determined in accordance with the statutory provisions. In order to carry out the services within the scope of the warranty, the Customer shall hand over the object of repair to the Contractor in the Contractor's premises at his own expense and risk. Warranty claims expire if a) an obvious defect is not reported within a reasonable period of time, at the latest 14 days after taking over the object of the contract and a hidden defect is not reported when it is recognizable,

b) the defect is due to violation of operating, maintenance and installation instructions, unsuitable or improper use, faulty or negligent treatment and natural wear and tear as well as interventions in the spare parts carried out by the purchaser or third parties. **The burden of proof for the existence of defects at the time of delivery shall be borne by the buyer or third parties within**

**6 months after handover of the contractor, thereafter the client.** The client is obliged to allow the contractor to inspect the defect.

### 10. LIABILITY

The contractor is liable for loss or culpable damage to the object of repair for which he is responsible. This liability shall be limited to the repair or replacement of the value of the object

of repair or delivery. For further claims, **liability exists only in the case of intent or gross negligence.**

**Negligence.** For the loss of money, securities (including savings books, cheque books and credit cards), valuables and other valuables that have not been expressly taken into safekeeping, as well as for damages caused by a defect in the subject of the contract, shall not be liable in the event of slight negligence.

### 11. RETENTION OF TITLE

Insofar as installed accessories, spare parts and aggregates have not become essential components of the object of the order, the contractor reserves the right of ownership until full payment has been made.

### 12. PLACE OF PERFORMANCE, APPLICABLE LAW AND PLACE OF JURISDICTION

Place of performance and place of payment is the location of the respective workshop of the contractor.

Exclusively Austrian law shall apply, excluding the reference standards.

**The place of jurisdiction for all disputes arising from and in connection with the contractual relationship is exclusively the competent court in Vienna.** For legal actions against clients who are consumers within the meaning of the Consumer

Protection Act and whose place of residence or place of employment is in Austria, only the jurisdiction of a court in whose district one of these places is located can be agreed upon.

### 13. 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>.

### 14. CHANGE OF ADDRESS, PROTECTION OF INTELLECTUAL PROPERTY

The customer is obliged to **inform us of any changes of his residential or business address** as long as the legal transaction 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 (\*)**

.....

.....

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 applicable