

General Terms and Conditions Service 24 Notdienst GmbH

i. Placing an order

The provision of services by Service 24 Notdienst GmbH ("the Contractor") is based on the present General Terms and Conditions ("GTC"). The Contractor shall contract exclusively in accordance with its own GTC. Any deviating regulations, in particular terms and conditions of business or conditions of purchase of contractual partners, shall only apply if the Contractor has expressly recognized them in writing. Any amendment to the GTC must be made in writing. Silence on the part of the Contractor shall not be deemed as consent, e.g. to change requests of the Client.

ii. Execution of the order, reimbursement of expenses

1. The Client shall answer all questions of the Contractor or its agents in connection with the execution of the order conscientiously and completely and shall draw attention to extraordinary circumstances on its own initiative.
2. The client must adequately secure objects or other cargo in the vehicle (e.g. against slipping). Valuables must be removed from the vehicle by the client.
3. If the Client or the person seeking assistance has not specified a location to which the vehicle is to be taken, the Contractor shall, at its own discretion, either take the vehicle to the premises of the subcontractor commissioned or to a third party's premises close to the site of the accident or breakdown or place it in safekeeping there. In this case, the Client shall bear the costs of safekeeping and otherwise immediately issue instructions regarding the further whereabouts of the vehicle.
4. If the object of the order is brought to the premises of the Contractor's subcontractor on the instructions of the Client, but it is not determined whether a storage space is to be rented there or the object of the order is to be taken into safekeeping, the Contractor shall store the object of the order at the Client's expense. The Contractor assumes no liability for the safekeeping of valuables.
5. If an order cannot be carried out without the Contractor being at fault for the impracticability, the Contractor shall be entitled to compensation for its expenses.
If the order cannot be executed due to the fault of the Client, the Contractor shall also be entitled to compensation for loss of profit. The right to further compensation remains reserved.

iii. Payment

1. The order fee is due for payment immediately after execution of the order. If it is agreed that payment is to be made by bank transfer, payment is due within 10 days of invoicing.
2. Payments are to be made in cash or by accepted fuel and credit cards or by an agreed means of payment. The breakdown mechanic is entitled to collect the order fee in cash.
3. Any complaints regarding the invoice amount must be notified to the Contractor by the Client, who is an entrepreneur, in writing (e-mail with confirmation of transmission is sufficient) within 30 days of receipt of the invoice, otherwise the claim shall be forfeited. Only the address **complaints@service24.at** is to be used for the processing and delivery of complaints.
4. Offsetting with counterclaims is excluded unless the counterclaim has been recognized in writing by the Contractor or has been legally established by a court, the claim is legally related to the Contractor's claim or in the event of the Contractor's insolvency.
5. In the event of default in payment, the Contractor shall be entitled to default interest at the statutory rate.

iv. Right of lien / right of retention

1. The Contractor shall be entitled to assert its claims arising from the order and/or any associated safekeeping a right of retention as well as a contractual right of lien on the items that have come into its possession as a result of the order. If the Contractor exercises its right of retention, the further costs of storage and safekeeping shall also be paid by the Client. If the order remuneration is not paid after the due date, the Contractor shall be entitled, on the basis of its right of lien, to take the object of the order to the premises of its subcontractor and store it at the Client's expense.
2. If the client is more than one month in arrears with payment of the order fee or storage costs, the contractor may threaten to sell the pledge in writing. After the expiry of one

The Contractor shall be entitled to carry out the pledge sale within one month of the threat. A notification sent by registered letter / return receipt to the last address of the customer known to the contractor shall suffice for the threat of lien sale. If the notice of lien sale is undeliverable, a

Pledge sale only permitted if a new address cannot be determined via the Central Register of Residents.

v. Liability

1. Insofar as a freight transaction is involved, the Contractor shall be liable for the freight transaction both in terms of reason and amount in accordance with the provisions of company law.

2. In the case of other services provided by the Contractor (in particular breakdown and accident assistance), the Contractor shall only be liable for damage to property in the event of gross negligence and intent and for personal injury also in the event of slight negligence. The Contractor shall not be liable if the Client breaches the obligations incumbent upon it, in particular with regard to securing the load for the objects in the vehicle. Liability towards entrepreneurs for consequential damages, loss of profit, loss of production, operational downtime and all indirect damages is excluded.

3. The Contractor shall immediately notify the Client or the injured third party in writing of any damage to or loss of items in its care. Likewise, the Client shall be obliged to notify the Contractor immediately of any damage and losses for which the Contractor may be liable and to describe them precisely.

4. If, in order to achieve the success of the order, it is necessary to cause damage to the object of the order or to the legal interests of third parties commensurate with the success of the order, the Client shall indemnify the Contractor from liability for damages in this respect. It is necessary to cause damage if this could not be avoided or could only be avoided by the expenditure of disproportionate resources and costs.

vi. Claims for defects

Claims for defects by a client who is an entrepreneur shall become time-barred one year after handover of the item to be repaired or the towed vehicle. If the Client is a consumer, the statutory provisions shall apply to the limitation period. The Contractor shall rectify defects of which it has been informed in writing by the Client. The Contractor shall have the right to subsequent performance or rectification.

vii. Final provisions, applicable law & place of jurisdiction

1. Should individual provisions of the contract be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a substitute provision that comes as close as possible to the purpose intended by the invalid provision.

The same applies to contractual loopholes.

2. All orders and business relationships between the Client and the Contractor shall be governed exclusively by Austrian substantive law. The application of the UN Convention on Contracts for the International Sale of Goods or other conflict of laws rules is excluded.

3. The (international) jurisdiction of Austrian courts is agreed for all orders and business relationships. For clients who are consumers, the local jurisdiction shall be governed by the provisions of Austrian law. For clients who are entrepreneurs, jurisdiction for all claims arising from the underlying contractual relationship, the competent court in 1010 Vienna is agreed as the place of jurisdiction. The same place of jurisdiction shall apply if the client does not have a general place of jurisdiction in Austria, moves his domicile or usual place of residence abroad after conclusion of the contract or his domicile or usual place of residence is not known at the time the action is filed.

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