

# Version 20th January 2017

# "GENERAL TERMS AND CONDITIONS FOR RENTALS Mid-Term Rental"

ARVAL Austria GmbH (hereinafter referred to as "ARVAL"), an Austrian Gesellschaft mit beschränkter Haftung [private limited company], registered with the Austrian Commercial Register under FN 194646 w

# 1. Preamble, hierarchy of regulations, cancellation

1.1 The general terms and conditions for rentals below, the price list, the general terms and conditions for vehicle liability insurance and the general terms and conditions for fully comprehensive insurance of the insurance company, the "Arval Assistance" as well as the general terms and conditions of Arval Active Link Service regulate the details regarding which rental and other services the Lessee may request and what the corresponding framework conditions are; contradictory terms and conditions of the Lessee are hereby excluded. The Lessee can conclude an optional fuel card service with Arval. The parties will agree the duration of contract in writing in a separate rental agreement. Supplementary regulations applicable in addition to the separate rental agreement are the following general terms and conditions for rentals.

The contractual relationship between the parties is subject to the hierarchy of contractual documents as illustrated below, in descending order:

- separate rental agreement
- general terms and conditions for rental
- general terms and conditions Arval Active Link Service
- general terms and conditions for vehicle liability insurance and the general terms and conditions for fully comprehensive insurance of the insurance company as well as the "Arval Assistance"
- price table (as amended, can be obtained from Arval Austria GmbH)

The documents listed first shall always enjoy priority over the latter ones in case of discrepancies. Any gaps shall be filled based on the subordinate documents. In case of chronological order, the more recent document shall have priority over the older document.

1.2 Arval offers vehicles per defined vehicle categories. These categories are explained in more detail in the price list. The Lessee may choose any vehicle from the category in question. The Lessee is not entitled to being given a specific individual vehicle or a specific set of features.

1.3 Where Arval is unable to provide the Lessee with a vehicle of the category selected upon booking, Arval reserves the right to provide an alternative vehicle. In this case, Arval shall adjust the rental fee to meet that of the category in question. Arval does, however, grant the Lessee the right to withdraw from the contract if Arval changes the vehicle category.

1.4 The Lessee has the right to cancel the rental contract in writing up to 14 days prior to the scheduled start of contract.

In this case, Arval reserves the right to charge a cancellation fee to the Lessee. The applicable cancellation fee is set out in the price list. The customer has the right to prove that a lower damage was incurred. Arval reserves the right to assert any additional damages it may incur. The cancellation fee is payable once the cancellation notice was received by Arval.

1.5 Arval shall have the right to replace the vehicle with another vehicle of the same category, even if the rental contract is already in effect. Arval will notify the Lessee hereof in advance and shall arrange the details of such exchange with the Lessee.

1.6 Official information about fuel consumption rates and official specific CO2 emissions of the vehicle in question as per Passenger Car Consumer Information Act (Personenkraftwagen-Verbraucherinformationsgesetz, Pkw-VIG) can be found in the separate rental agreement. Official information about fuel consumption and official specific CO2 emissions of all new passenger car models can also be found in the "Guidelines for Fuel Consumption and CO2 emissions", which is available free of charge in all sales offices or under www.autoverbrauch.at.

## 2. Handover of the vehicle

2.1 The vehicle is handed over to the Lessee at the location specified in the rental contract or at the location agreed with Arval in advance. When handing the vehicle over to the Lessee, Arval will provide the Lessee with a handover confirmation that lists any and all damage to the vehicle. Before accepting the vehicle, the Lessee shall inspect the vehicle for contract-compliant operation, completeness, compliance with the contractual specifications and any damage it may have suffered. The Lessee shall report complaints to Arval immediately, meaning before accepting the vehicle. If no complaints are reported, the Lessee accepts the content of the handover confirmation as it is (see 10.2. and 10.3.). Damages or missing parts that were not reported before the vehicle was taken over by the client will be charged to the client. Every rental vehicle is handed over including a road toll sticker valid in Austria. The driver or the Lessee is responsible for ensuring that this sticker is valid. Any legal consequences (penalties or fines issued by the authorities etc.) resulting from failure to comply with the obligation to display a road toll sticker shall be borne by the Lessee or driver. If it is proven that the road toll sticker is no longer valid, Arval must be notified immediately to enable Arval to purchase a new road toll sticker at no costs to the customer and to send it to the Lessee or the driver. The handover confirmation shall become an essential part of the rental contract. Additionally. the Lessee will be provided with the necessary vehicle registration documentation, supporting documents such as



the user manual and a key.

2.2 The Lessee or the driver must present the necessary driving license, valid in Austria, when the vehicle is being handed over. While the rental contract is in effect, the Lessee has to ensure that the authorised driver holds a driving license that is valid in Austria.

2.3 If the Lessee does not collect the vehicle at the location and on the day agreed in the rental contract, the Lessee shall always reimburse Arval the costs incurred as a result of the empty trip. The costs for such empty trip are specified in the price list as amended. The Lessee may bring proof that Arval incurred no or an only much lower damage. Arval reserves the right to assert any further damages.

# 3. Rent, payability, deposit

3.1 Rent and due dates for any monthly rent instalments are set out in the rental contract. The first monthly instalment is due when the contract starts and will always be invoiced as a full month until the first day of the subsequent month, even if the vehicle is returned to Arval at an earlier time. Otherwise, rent will be calculated on a per-day basis. Arval will invoice such pro rata rent to the Lessee together with the next full rent instalment. Any further rent instalments are payable on the first day of a month. Arval will invoice the last, pro rata rent instalment to the Lessee after the vehicle was returned. It shall be payable once the Lessee has received this invoice.

3.2 The rent plus value added tax at the statutory rate is payable in full for the agreed rental period, unless agreed otherwise in writing with the Lessee.

## 4. Duration of the rental contract, options for customisation

4.1 The rental contract is bindingly concluded for the agreed term; specified in the rental contract in months. The start of term is set out in the rental contract. The rental contract shall always end on the agreed date; the standard term during which neither party may terminate the contract is one month.

4.2 Arval offers the Lessee the option to amend the term of the rental contract within the following options for termination thereof (2 months, 6 months, 12 months, 18 or 24 months): The Lessee notifies Arval in writing of the desired end of term by no later than 14 days before the end of term as agreed in the rental contract. However, Arval is not required to amend the contract term. Arval shall therefore notify the Lessee whether or not an amendment of the term is possible as of the first day of the subsequent month; furthermore, Arval shall provide the Lessee with information about the re-calculated rent for the remaining term; this information can also be found in the price list.

## 5. Vehicle use, travelling abroad

5.1 The vehicle may only be used for public road traffic. The Lessee will not use the vehicle for sports events, races, commercial passenger transport, courier services, etc.

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Participation in driver safety trainings shall require the prior permission of Arval. Arval will invoice any additional costs or damages incurred as a result of participating in such trainings to the Lessee, unless settled directly between the insurance and Arval. The Lessee does not have the right to sub-lease the vehicle. The Lessee shall require the prior written permission of Arval to affix advertisement to the vehicle. Smoking is prohibited in all our vehicles.

5.2 The Lessee ensures that the vehicle is operated in accordance with the user manual and that the vehicle will be treated properly, with care and consideration. He shall have the necessary repairs for wear and tear, any changing of tyres and any servicing required by the manufacturer carried out at a garage specified by Arval in good time and he will keep the vehicle in a proper working condition. The Lessee has to notify Arval if and when a service interval is complete (service notice, maintenance booklet) or if any other repairs are necessary; the Lessee and Arval will come to an arrangement regarding the time the vehicle spends at the garage for repairs. The costs for necessary repairs for usual wear and tear and mandatory servicing are included in the agreed rent. If the vehicle breaks down as a result of a fault, the Lessee shall notify Arval via the 24/7 hotline, the number is provided in the onboard driver documentation; Arval will then arrange for a recovery service. The Lessee will be provided with a courtesy car while the rented vehicle is being repaired, unless the estimated time for the repair is less than four hours. The courtesy car will be selected at the discretion of Arval. While the vehicle is being repaired, the Lessee will still have to pay the agreed rent. The details can be found in the "Arval Assistance", which the Lessee can access under www.arval.at.

5.3 The costs for material and consumables such as fuel, motor oil, other liquids and vehicle care costs shall be borne by the Lessee. If the vehicle uses AdBlue®, the Lessee shall ensure that the AdBlue® reserves are sufficient. The costs for refilling the AdBlue® shall be borne by the Lessee. The Lessee is liable without limitation for any violations of the above obligation during the rental term. The Lessee shall indemnify and hold Arval harmless against any third-party claims in case of violations resulting from failure to utilise AdBlue®, especially if the claims are asserted by the public authorities.

5.4 Without the written permission of Arval, the Lessee may not make any changes, modifications or improvements to the rental car and he may not disable or remove any parts or accessories. Any fitted replacement parts and accessories shall become the property of Arval without any compensation being paid.

5.5 The vehicle may be used abroad, provided that such foreign country is a member state of the EU or the EEA or that it is Switzerland and provided that the time it is used outside of Austria does not exceed one month. This means that every trip outside of the EU or the EEA or Switzerland, even short trips, as well as any use outside of Austria exceeding one month require the prior written permission of Arval. The provisions of "Arval Assistance" apply in addition to the above.



## 6. Insurance, cover abroad

6.1 The domestic, EU, EEA and Swiss insurance cover for the vehicle includes a vehicle liability insurance and fully comprehensive insurance. The Lessee acknowledges the provisions of the Austrian Insurance Act, the general terms and conditions for vehicle liability insurance and the general terms and conditions for the fully comprehensive insurance of the insurance company. The excess rates for the respective vehicle category are shown in the price list. Particulars can be found in the aforementioned documents (as amended, these can be obtained from Arval Austria GmbH). The costs for this insurance cover are included in the agreed rent.

## 7. Accident, theft, obligations

7.1 In the event of an accident, fire, vandalism, crash with an animal, theft or any other damage to the vehicle, the Lessee shall notify the police and Arval immediately, unless the damage is minor. Arval has to be notified via the 24/7 hotline. Arval shall deal with accident-related damage to the vehicle and with theft and will arrange for repair of the vehicle. The Lessee may only take the vehicle to a garage after having previously agreed such transfer with Arval. If the Lessee fails to come to an arrangement with Arval first, he shall reimburse Arval for any additional costs that may be incurred. The Lessee will be provided with a courtesy car while the rented vehicle is being repaired or in the event of theft, unless the estimated time for the repair is less than four hours. While the vehicle is being repaired, the Lessee will still have to pay the agreed rent. The details can be found in the general terms and conditions of the fully comprehensive insurance of the insurance company (as amended, these can be obtained from Arval Austria GmbH).

7.2 The Lessee shall be liable for the excess agreed with Arval; this rate can be found in the price list. Additionally, the Lessee shall be liable for any damage not covered by the liability insurance or fully/partial comprehensive insurance, or if insurance cover does not apply or was forfeit as a result of failure to comply with obligations set out in the insurance contract.

# 8. Liability of Arval

8.1 If Arval is liable for any damage to the Lessee, irrespective of the (pre-) contractual or legal grounds, as a result of own fault or fault of a legal representative or of vicarious agents, the liability of Arval shall be limited to cases of intent and gross negligence. The according proof shall be brought by the Lessee. In the event of injury to life, limb or health and in case of a violation of essential contractual duties, Arval shall also be liable for minor negligence. Essential contractual duties are any such compliance with which is required to make execution and completion of the contract in due form possible in the first place and compliance with which the customer can usually rely on or in regard to which Arval has to provide the Lessee with a guarantee in accordance with the contract. In the event of a violation of essential contractual obligations and in case of PUBLIC PUBLIC

liability based on minor negligence, the extent of such liability is limited to the typical damage that can be expected for this kind of contract at the time the contract was concluded. Arval does not accept any liability for loss of profit.

8.2 Arval does not accept any liability for items left in the vehicle when the vehicle is returned. This does not apply in cases of deliberate or grossly negligent behaviour on the part of Arval, its representatives or vicarious agents.

#### 9. Liability of the Lessee

9.1 The Lessee is liable for reimbursing Arval for any and all damage (such as damage caused as a result of accidents or breakdowns, loss and theft) and damage to the rented vehicle caused by improper use or negligence of the Lessee or the drivers, unless the damage is covered by the insurance (see section 7.2). Additionally, the Lessee shall be liable for damage to the vehicle resulting from excessive wear and tear of the vehicle. Smoking is prohibited in all our vehicles. If a vehicle is returned in which passengers or drivers have smoked, Arval shall have the right to invoice a flat rate for cleaning and odour removal, which can be found in the current price list.

9.2 The Lessee and his vicarious agents shall be fully liable for any violations of legal provisions applicable to the rented vehicle that are committed during the rental term, especially of traffic and other regulations as well as road toll and other road usage fees; the Lessee shall indemnify and hold Arval harmless regarding any third-party claims, especially any such asserted by the public authorities; this shall also apply to trips abroad. Arval shall notify the Lessee of such claims immediately and will forward any notices to the Lessee. Arval is not obliged to review the matter or to file complaints against any such notices. If a complaint is to be raised in regard to any notices, this shall be the obligation of the Lessee. Where applicable, Arval will provide the authorities with the contact information for the Lessee or his vicarious agents. The Lessee shall pay a fee to Arval as compensation for any administrative efforts Arval has to undertake to process any such administrative fines. The amount payable as such fine is shown in the price table Arval provided you with. The Lessee may prove that Arval did not incur any or only a considerably lower damage. Arval reserves the right to assert any further damage it incurred.

## 10. Returning the vehicle

10.1 After the agreed term has ended or in the event of any other termination of the rental contract, the Lessee shall return the vehicle to Arval at his costs and risk, including any and all accessories, keys and documents he was provided with, in the contractually agreed condition, subject to normal wear and tear, with clean interior and exterior. Otherwise, the Lessee shall reimburse Arval for the costs of procuring replacement parts or any expenses Arval incurred as per applicable price list for missing parts, provided that these items, documents or written correspondence is not received by Arval within three days of the vehicle having been returned.

10.2 The Lessee is obliged to notify the customer service



attendant in charge in writing five working days in advance when returning the vehicle; Arval will then arrange the further details for returning the vehicle, such as exact location and time for return, with the Lessee or the driver. If the Lessee fails to return the vehicle at the agreed time and place, the Lessee shall always reimburse Arval the costs incurred as a result of the empty trip. The costs for such and empty trip are set out in the applicable price list. The Lessee may prove that Arval did not incur any damage or only incurred a considerably lower damage. Arval reserves the right to assert any further damage it incurred. Upon returning the vehicle, any damage and excessive wear and tear will be documented in a return record that will be signed and thereby acknowledged by both parties. The Lessee shall proactively report any damage to the vehicle during the rental term and any excessive wear and tear to Arval. Where damage or excessive wear and tear of the rental vehicle are only detectable at a later point, Arval shall remain entitled to hold the Lessee liable for these.

10.3 As regards the assessment of damage to the vehicle, the parties agree on the certified assessment criteria of the regulation "Ö-Norm V5080" as amended at the time the vehicle is returned. The damage is recorded in a damage report which Arval will send to the Lessee. If the parties cannot agree on the amount of damages that is to be paid, Arval shall have the damage quantified by an independent expert based on the regulation "Ö-Norm V5080". The costs for such expert report shall be borne by the Lessee. The parties will accept the result of the expert report.

10.4 If the amount of free kilometres as agreed in the rental contract is exceeded, Arval shall invoice any additional kilometres to the Lessee in accordance with the provisions of the rental contract after the vehicle was returned.

# 11. Termination

11.1 Any ordinary termination of the rental contract is excluded.

11.2 Arval may terminate the rental contract on important grounds, also without notice. Important grounds include the following in particular:

• the Lessee fails to comply with payment obligations despite having been warned and informed of the potential legal consequences and after a grace period of 14 days was set, and if such default of payment is not remedied or not remedied in full within these additional 14 days; or

• the financial situation of the Lessee deteriorates considerably; or

• the Lessee severely violates any of his contractual obligations despite having been sent a warning; such warning shall not be required if the violation of contract is particularly serious.

If Arval terminates the rental contract based on important grounds, the Lessee shall surrender the vehicle to Arval immediately (see section 10).

# 12. Notification obligations

The Lessee shall notify Arval immediately and in writing of any

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change in company name, place of business, address, legal form, corporate relationships or liability obligations of his company by submitting an updated and complete excerpt of the commercial register. The Lessee shall notify Arval immediately and in writing of any change of place of business, company name or legal form. If the customer fails to comply with this obligation, Arval shall have the right to conduct own investigations and to charge an appropriate handling fee for such investigation, which is set out in the updated price list.

# 13. Arval Active Link Service

The Lessee has the right to utilise the Arval Active Link Service; in this case, the Lessee shall be a "customer" as defined in the "General terms and conditions of the Arval Active Link Service". The individuals the Lessee = customer selects in accordance with article 5, second paragraph to be the individuals to whom the Active Link Service is to be available shall be understood to be the "users" in terms of the "General terms and conditions of the Arval Active Link Service". The utilisation of the interface by these users requires their prior acknowledgement of the "General terms and conditions of the Arval Active Link Service" in accordance with article 5, first paragraph thereof.

The "General terms and conditions of the Arval Active Link Service" apply without limitation and in addition to the above. However, the "manager" or "first manager" in terms of the "General terms and conditions of the Arval Active Link Service", especially under article 7 thereof, shall be an employee of Arval Austria GmbH.

The "Arval Active Link Service" will be installed in the vehicle at the costs of Arval Austria GmbH after the rental contract has been concluded.

# 14. Optional: Fuel card service

# 14.1 General information

14.1.1 Arval shall provide the Lessee with one or more fuel card(s) and the associated personal identification number(s) (hereinafter referred to as the "PIN"). The fuel card(s) allow(s) the Lessee to buy certain types of fuel as well as certain other products and services at brand-name petrol stations displaying the logo or name of the fuel card (hereinafter referred to as the "petrol stations") in the name and for account of Arval. The validity of the fuel card(s) can be limited to Austria or – depending on the selected party issuing the fuel card – can be extended to a number of European countries.

14.1.2 Depending on the scope of services selected by the Lessee, this right to purchase can include certain fuels, lubricants, antifreeze agents, care items, car washes and/or road toll stickers and other products and services. Fuels and other products/services that are not included in the scope of services may not be purchased by the Lessee with the fuel card(s).

14.1.3 The fuel card(s) that is/are issued is/are issued for one specific vehicle and one specific user. It is not permitted to



use the fuel card(s) to procure fuel and products/services for vehicles other than the vehicle for which the fuel card(s) in question was/were issued. The same shall apply to any use of the fuel card(s) by parties not authorised to use the card(s)

14.1.4 Purchase of and payment for fuels and other products/services by any means other than the fuel card(s) (such as cash payments, payment by credit or debit card) are not included in the scope of services of the fuel card. In these cases, the purchase is for the own account of the Lessee and the amounts paid cannot be reimbursed by Arval.

## 14.2 Issuer of the fuel card(s)

Arval is a co-issuer of the fuel card(s) (together with the mineral oil company in question). The fuel card(s) shall bear the logo of Arval and the logo of the mineral oil company in question.

#### 14.3 Settlement

14.3.1 The Lessee shall reimburse Arval for the costs of the fuel and other products/services procured with the fuel card(s) in accordance with the regulations below. The price per litre of fuel and the price for all other purchased products/services shall be as advertised by the petrol station itself. The prices are given including statutory value added tax.

#### 14.3.2 Fuel

Arval shall invoice the fuel acquired with the fuel card(s) to the Lessee based on actual consumption.

14.3.3 Settlement of actual consumption and other of other products/services

All costs incurred in connection with the service "fuel card management" will be invoiced based on the actual turnover recorded for the fuel card(s) in regard to fuel and other purchased products/services over the course of one calendar month in the subsequent calendar month.

14.3.4 Invoice review. The Lessee is obliged to immediately review the invoice for accuracy and completeness and to register any complaints with Arval in writing within no more than four weeks after having received the invoice. After those four weeks have ended, the invoice in question shall be considered accepted if no complaints were registered by the Lessee within this period.

14.4 Keeping fuel card(s) safe / PIN, loss

14.4.1 The fuel card(s) must be stored safely and inaccessible for third parties. In particular, the fuel card(s) must not be left in an unguarded vehicle.

14.4.2 The Lessee shall keep the PIN(s) required to use the fuel card(s) secret; the PIN may only be given to the user authorised to use the fuel card(s) (hereinafter referred to as the "fuel card user"). In particular, it is prohibited to write down the PIN on the fuel card or on the cover of the fuel card or to keep it near the fuel card(s) in any other form or manner.

14.4.3 The loss or theft of one or more fuel card(s) must be

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reported to Arval immediately, using the service hotline on the service card, and afterwards in writing by fax or email. In the event of theft of the fuel card(s), the Lessee shall also file a criminal complaint. On request of the Lessee, Arval shall issue a replacement fuel card in return for payment of an administrative fee, which is shown in the current price list. Any fuel card that was reported as lost or stolen shall be returned to Arval immediately once found.

14.4.4 The Lessee shall be liable for any damage he or the user of the fuel card culpably cause as a result of improper use of the fuel card(s) and he shall indemnify and hold Arval harmless in regard to any associated third-party claims.

14.5 Validity of the fuel cards

The validity of the fuel card(s) is stated on the fuel card(s). The fuel card has to be surrendered when returning the vehicle to Arval. Once the return of the vehicle is entered into the system, the fuel card will be blocked.

## 15. General provisions

15.1 Ancillary agreements, amendments and supplements as well as any rescission of these general terms and conditions for rentals and of the rental contracts must be agreed in writing. Likewise, any waiver of this written form requirement shall be agreed in writing.

15.2 Any and all rights and obligations under the rental contract and the general terms and conditions for rentals apply to both the Lessee and the registered driver as well as to any vicarious agents of the Lessee.

15.3 If any of the provisions of these general terms and conditions for rentals or the rental contract is or becomes void, this shall not affect the validity of the contract in question. Instead, the void provision shall be replaced by that provision that comes as close as possible to the economic goal of the void provision. The above regulation shall apply *mutatis mutandis* to any matters not regulated in such contract.

# 16. Privacy policy

16.1 The Lessee consents to his personal data and the personal data of the users (meaning any of his employees affected hereby) being stored, used and processed by Arval using automated means under compliance with the data protection act (DSG 2000) in order to execute the contract and to provide support services to the Lessee. Where (i) required for the purpose of executing the contract or (ii) required to safeguard the interests of Arval and provided that there is no reason to suspect that protectable confidentiality interests of the Lessee in terms of section 8 DSG could be violated, these data may be disclosed to service providers and suppliers, experts, public authorities and insurance companies as well as to affiliated companies of Arval.

16.2 Subject to the DSG 2000, Arval will procure the services of credit rating agencies and credit institutes for risk and credit rating assessments as well as the services of affiliated companies of Arval to act as service providers when processing the data; the personal data provided by the



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Lessee will be disclosed to such service providers and for these services in accordance with this clause.

16.3 Furthermore, Arval will check the personal data provided by the Lessee against data in other databases dedicated to the prevention of criminal acts in order to protect itself against or to prevent criminal actions; likewise, these data will be shared with organisations and other third parties tasked with preventing crimes and with affiliated companies of Arval, where permitted by law.

16.4 Insofar as Arval shares the personal data provided by the Lessee with affiliated companies, service providers or other agencies set out in clauses 16.1 - 16.3 and insofar as these are located outside the EU, Arval shall ensure that an appropriate equivalent level of data protection is guaranteed. In accordance with section 10 DSG 2000, service providers have obligations towards Arval as a result of the service contracts they concluded and they will only process the personal data within the context of requests issued by Arval.

16.5 The Lessee shall notify the users that their data is stored by Arval and shall ensure that the users consent to a use of their personal data. The Lessee shall indemnify and hold Arval harmless in this regard. Furthermore, the Lessee will communicate any changes or additions to the personal data of the Lessee and that of the users to Arval immediately. 16.6 The Lessee consents to having his personal data (i) stored, used and processed by Arval using automated means and (ii) disclosed to affiliated companies, Arval as a service provider and to any other agencies as set out in clauses 16.1 – 16.3, which may also be located outside of the EU, for the purposes set out in clauses 16.1 - 16.3.

16.7 None of the above shall interfere with the legal rights of the Lessee and the users towards Arval in regard to access, rectification, blocking or erasure of the personal data stored by Arval. Consent to disclosure of data, with the exception of data required for executing customer orders and for completing internal administrative steps may be revoked at any time in accordance with section 8(1) second line DSG.

# 17. Applicable law, place of performance, place of jurisdiction

All contracts concluded by and between ARVAL and the customers are governed by the law of the Federal Republic of Austria under exclusion of the CISG provisions and any laws referring to foreign law, such as the Swiss Federal Code on Private International Law in particular. Place of performance is Vienna. The exclusive place of jurisdiction for all disputes under this contract is the competent court in Vienna. The same shall apply if the customer is a legal person under public law or if the customer does not have a general place of jurisdiction in Austria.

# I, the undersigning, acting as the representative of the customer, have understood and agree to these general terms and conditions for Mid-Term Rental. Issued in two (2) original copies,

The customer

(seal and signature)