

General Rental Conditions (GRC) Arval Flex

ARVAL Austria GmbH (hereinafter referred to as "ARVAL"), an Austrian limited liability company (GmbH), registered in the Austrian companies register under number FN 194646 w

1. Preliminary remark, order of precedence, cancellation

1.1. The following General Rental Conditions (hereinafter referred to as GRC), the pricing table, the general conditions for motor vehicle liability insurance (AKHB) and the general conditions for fully comprehensive insurance of the insurance company, "Arval Assistance", as well as the General Terms and Conditions of Arval Connect state in detail which rental and service benefits the Lessee can claim under which framework conditions; conflicting conditions of the Lessee are hereby contradicted. The Lessee may optionally conclude a fuel card/charging card service agreement with Arval. The Parties will agree on the rental period in writing in an individual rental contract. The following General Rental Conditions (GRC) apply in addition to the regulations in the individual rental contract.

The contractual relationships of the Parties are regulated by the provisions of the following contractual documents in descending order:

- Individual rental contract
- General Rental Conditions
- General Terms and Conditions of Arval Connect Subscription
- General conditions for motor vehicle liability insurance (AKHB) and the general conditions for fully comprehensive insurance of the insurance company and of "Arval Assistance"
- Vehicle prices, transport and other costs (valid in the current version, found in the price list at

<https://www.arval.at/fahrer/downloads>)

In the case of contradictions, the provisions named first take precedence over those mentioned later. Gaps are filled by the respective provision that is next in order of precedence. In the case of documents in chronological order, the more recent document takes precedence over the older document.

1.2. Arval offers vehicles in specific vehicle categories. These categories are specified in more detail in the pricing table. The Lessee can select a vehicle from the appropriate category. The Lessee is not entitled to a specific vehicle or to specific features.

1.3. If Arval is unable to supply the Lessee with a vehicle in the booked category, Arval reserves the right to provide an alternative vehicle. In this case, Arval will adjust the rental price of the relevant category. Arval shall however grant the Lessee the right to withdraw from the rental contract in the case of a change of vehicle category.

1.4. The Lessee is entitled to cancel the rental contract in writing to Arval within 14 days before the start of the planned rental period. In this case, Arval reserves the right to charge the Lessee a cancellation fee. The amount of the cancellation fee can be found in the respective current pricing table. The client has the right to prove that the damage was less. Arval is at liberty to claim further damages. The cancellation fee is due at the time Arval receives the cancellation.

1.5. Arval is entitled to exchange the vehicle against a vehicle of the same category, even during the rental contract period. Arval shall inform the Lessee about this in advance and coordinate the exchange with the Lessee. A vehicle exchange at the client's request during the rental term is not provided for. Any decision with regard to this is at Arval's discretion.

1.6. Information on the official fuel consumption and the official specific CO₂ emissions of the respective vehicle [is provided] in accordance with the Passenger Car Consumer Information Act (Pkw-VIG)

1.7. Information on the official fuel consumption and the official specific CO₂ emissions for all new passenger car models can also be found in the "Guide to fuel consumption and CO₂

emissions" (German: Leitfaden über den Kraftstoffverbrauch und die CO₂-Emissionen), which is available free of charge at all points of sale or at www.autoverbrauch.at.

2. Handing over of the vehicle

2.1. The vehicle will be handed over to the Lessee at the location agreed on in the rental contract or at the handover location agreed in advance with Arval. When the vehicle is handed over, Arval will provide the Lessee with a confirmation of handover detailing any damage to the vehicle. The Lessee must examine the vehicle before handover for contractually relevant performance, completeness, agreement with the contractual specifications and any damage. The Lessee must notify Arval of any complaints immediately, i.e. before taking possession of the vehicle. If there are no complaints, the Lessee has recognised and confirmed the contents of the confirmation of handover (see items 10.2 and 10.3). The Lessee will be charged for damage that is not stated in the confirmation of handover. Every vehicle is issued with a vignette valid for Austria (adhesive or digital vignette). The driver or Lessee is responsible for checking the validity of the vignette themselves. The Lessee or driver shall bear the responsibility for any legal consequences (official fines, penalties etc.) due to non-compliance with the vignette obligation towards Arval. If the vignette is demonstrably no longer valid, Arval must be informed immediately so that Arval can purchase a new vignette at no cost to the client and send it to the client or the driver.

The confirmation of handover forms an essential part of the rental contract. The Lessee will also receive all the necessary vehicle papers, explanations such as the operating manual as well as one vehicle key when the vehicle is handed over.

2.2. The Lessee or the driver must submit a driving licence which is valid in Austria and which is required for driving the vehicle at the time the vehicle is handed over. During the rental period, the Lessee must ensure that the authorised driver is in possession of a driving license valid in Austria.

2.3. If the Lessee does not collect and take over the vehicle at the agreed place and time of handover, the Lessee shall reimburse Arval the costs of the empty trip in all cases. The amount of the costs for the empty trip can be found in the respective current pricing table. The Lessee may provide proof that Arval suffered no or significantly less damage. Arval is at liberty to claim further damages.

3. Rental price, due date, security deposit

The rental fee as well as the due date for the monthly rental fee instalments are based on the information in the rental contract. The first rental fee instalment is due at the beginning of the rental period and is always calculated as a full month up to the first of the next month, even if the vehicle is returned to Arval earlier. In all other cases, billing is done to the day. Arval will invoice the Lessee for this *pro rata* rental fee together with the next full rental fee instalment. The other rental fee instalments are due for payment on the first of each month. Arval will invoice the Lessee for the

last *pro rata* rental fee instalment after the vehicle is returned. This invoice is due for payment upon receipt by the Lessee.

3.1. The rental fee plus VAT in the respective statutory amount has to be paid in full for the agreed rental period, unless otherwise agreed with the Lessee in writing.

4. Term of the rental contract, option of adjustment

4.1. The rental contract is fixed for the agreed contract period. The contract period corresponds to the contract period in months indicated in the rental contract. The start of the contract period is regulated in the rental contract. The rental contract ends at the agreed end of the rental contract, in which the basic rental period that cannot be cancelled by either party is one month.

4.2. During the term of the rental contract, Arval grants the Lessee the option of adjusting the rental contract within the specified termination options (2 months, 6 months, 12 months, 18 or 24 months) as follows: the Lessee shall inform Arval no later than 14 days before the end of the term agreed in the rental contract of the contract period end that the Lessee desires. However, Arval is not obliged to adjust the contract period. Arval will therefore inform the Lessee whether an adjustment at the desired point in time is possible on the first of the following month; Arval will also inform the Lessee of the rental price rate adjusted to the desired remaining contract term; alternatively, this can be found in the pricing table.

4.3. The contract can be concluded for a maximum of 24 months.

4.4. An extension of the contract beyond the 24 months mentioned is in principle not possible. Arval may grant the Lessee the option of a one-off extension for a maximum period of 3 months. The conditions of this extension are at Arval's discretion and will be provided to the Lessee on request.

5. Vehicle use, trips abroad

5.1. The vehicle may only be used on public roads. The Lessee shall not use the vehicle for sports events, car races, commercial staff transport, courier trips, etc. Participation in driving safety training requires prior consent from Arval. Arval will charge the Lessee for any additional costs or damage incurred as a result of participation, unless the insurance company settles the damage directly with Arval. The Lessee is not entitled to sub-let the vehicle. The Lessee may only attach advertising labels to the vehicle if they have obtained prior written consent from Arval. Smoking is prohibited in all Arval vehicles.

5.2. The Lessee shall ensure that the vehicle is operated in accordance with the operating instructions and is handled properly, with care and with consideration. The Lessee shall have the necessary wear-related repairs and tyre changes as well as maintenance services prescribed by the manufacturer carried out punctually at a workshop specified by Arval and shall maintain the vehicle in a proper and functional condition. The Lessee must inform Arval when a maintenance interval is reached (service notice, maintenance booklet) or in the event of other necessary repairs and coordinate the workshop visit with Arval. All repairs and maintenance must be carried out exclusively by the partner network defined by Arval. The costs of necessary repairs, normal wear and tear and prescribed maintenance are included in the agreed rental fees. If the vehicle breaks down, the Lessee must inform Arval via the 24-hour service hotline, which can be found in the driver's folder in the vehicle; Arval will then organise a towing company. The Lessee will be provided with a replacement or exchange vehicle

for the duration of the workshop stay, except if the expected duration of the repairs is less than four hours. The choice of replacement vehicle is at Arval's discretion. The Lessee is not released from the obligation of payment of the rental fee during the workshop stay. The details can be found in "Arval Assistance", which can be viewed by the Lessee at www.arval.at.

The Lessee must bear the cost of materials and consumables e.g. fuel, vehicle oil, other fluids and vehicle care costs. In the case of vehicles with an AdBlue® tank, the Lessee must ensure that the AdBlue® tank is sufficiently filled. The costs of filling up with AdBlue® are to be borne by the Lessee. The Lessee is liable without limitation for violations of the above obligations during the rental

period. The Lessee indemnifies Arval against all third-party claims, in particular from authorities, in the event of violations due to failure to fill up the AdBlue® tank.

5.3. The Lessee may not effect any changes, conversions or improvement to the rental vehicle or switch off or remove parts or equipment from the vehicle without written approval from Arval. Permanently installed spare parts and accessories become the property of Arval without compensation.

5.4. The vehicle may be used abroad as long as it is in an EU member state, the EEA or Switzerland and the use outside of Austria is for no longer than a month. This means that any use outside of the EU, the EEA and Switzerland, even for a short period of time, as well as any use outside of Austria of longer than one month requires the prior written consent of Arval. In all other respects, the regulations found in "Arval Assistance" shall apply.

6. Insurance, cover abroad

6.1. The insurance cover for the rental vehicle in Austria, member states of the EU, the EEA and Switzerland extends to motor vehicle liability insurance as well as fully comprehensive insurance. The Lessee accepts the provisions of the Austrian Insurance Contract Act (VersVG), the general conditions for motor vehicle liability insurance (AKHB) and the general conditions for comprehensive insurance of the insurance company. The excess amounts of the respective vehicles can be found in the pricing table. The costs of this insurance cover are included in the agreed rental fee.

7. Accident, theft, obligations

7.1. After an accident, fire, damage caused by vandalism or game, theft or other damage to the vehicle, the Lessee must notify the police and Arval immediately, unless the damage is minor. The Lessee must use the Arval 24-hour service hotline to notify Arval. Arval will take care of accidental vehicle damage and theft and organise the repair of the vehicle. The Lessee may only take the vehicle to a workshop after prior consultation with Arval. If the Lessee fails to do so, they must compensate Arval for the additional costs incurred as a result. In the case of a workshop stay or theft, the Lessee will be provided with a replacement or exchange vehicle, unless the expected duration of the repair is less than four hours. The Lessee is not released from the obligation of payment of the rental fee during the workshop stay. The details are regulated in the general terms and conditions for comprehensive insurance of the insurance company (valid in the current version, retrievable from www.arval.at).

7.2. The Lessee is liable toward Arval for the agreed excess amount, which can be found in the pricing table. The Lessee is also liable for damage that is not covered by the liability insurance or the fully and partially comprehensive insurance, or if insurance cover does not provided or has lapsed due to violations of the insurance conditions and insurance obligations.

8. Liability of Arval

8.1. If Arval is liable for damage suffered by the Lessee, regardless of the (pre)contractual or legal reason, due to its own fault or the fault of its legal representatives or its vicarious agents, Arval's liability is limited to cases of intent and gross negligence. The burden of proof lies with the Lessee. In cases of injury to life, limb and health as well as violation of essential contractual obligations, Arval is also liable for slight negligence. Essential contractual obligations are those whose fulfilment is essential for the proper execution of the contractual relationship and on the observance of which the client regularly relies and may rely or which Arval has actually granted the client based on the content of the contractual relationship. In cases of the violation of essential contractual obligations as well as in the case of liability for slight negligence, the liability is limited to the scope of the foreseeable or typical damage at the

time the contract was concluded. Arval's liability for loss of profit is excluded.

8.2. Arval does not assume liability for items left behind in the vehicle upon return. This does not apply in cases of intent or gross negligence on the part of Arval, its representatives and vicarious agents.

9. Liability of the Lessee

9.1. The Lessee is liable to Arval for all damage (e.g. accident and operational damage, destruction and theft) as well as for damage caused to the rental vehicle through improper operation or through negligence on the part of the Lessee or their drivers, insofar as the damage is not covered by the insurance benefit (cf. Clause 7.2). The Lessee is also liable for damage caused by excessive wear and tear of the vehicle. Smoking is prohibited in all Arval vehicles. Should a vehicle be returned in which people have been smoking or which has been contaminated by odours for other reasons, Arval is entitled to charge a cleaning and odour removal fee which can be found in the current pricing table.

9.2. The Lessee and his vicarious agents are liable without limitation for violations of legal provisions relating to the rental vehicle committed during the rental period, in particular traffic and regulatory regulations as well as tolls and other user fees; the Lessee releases Arval from all claims by third parties, in particular authorities; this also applies to trips abroad. Arval will inform the Lessee immediately of the matter and send them the decision. Arval is not obliged to examine the matter or to appeal against decisions. If an objection is to be lodged against the decision, it will be the Lessee's own responsibility to arrange this. If necessary, Arval will provide the authorities with the contact information of the Lessee or their vicarious agents. The Lessee shall pay Arval a fee to compensate for the administrative burden of processing requests and traffic fines. The amount of the fee can be found in the respective current pricing table that is made available to you by Arval. The Lessee may provide proof that Arval suffered no or significantly less damage. Arval is at liberty to claim further damages.

10. Return of the vehicle

10.1. After the agreed rental period has expired, or if the rental contract ends in any other way, the Lessee must return the vehicle to Arval with all accessories, keys and documents provided to them at their own expense and risk, in a clean condition (inside and outside) that is in accordance with the contract and corresponds to normal wear and tear. Otherwise, the Lessee shall reimburse Arval for the costs of procuring a replacement and for the expenses incurred by Arval in accordance with the current missing parts price list if these items, papers or documents are not received by Arval within 3 working days after the vehicle has been returned. Any necessary cleaning, e.g. ozone cleaning, that becomes necessary in the event of soiling that does not correspond to normal wear and tear will be charged to the client.

10.2. The Lessee is obliged to inform the responsible customer care agent at Arval in writing of the return of the vehicle five working days in advance; Arval will then arrange the further details of the return of the vehicle, e.g. the exact place and time of return, with the Lessee or the driver. If the Lessee does not hand over the vehicle at the agreed place and time of return, the Lessee has to reimburse Arval the costs of the empty trip in all cases. The amount of the costs for the empty trip can be found in the respective current pricing table. The Lessee may provide proof that Arval suffered no or significantly less damage. Arval is at liberty to claim further damages. The Lessee must inform Arval of damage to the vehicle without being requested to do so. The Lessee must reimburse Arval for damage to the vehicle and excessive wear and tear that has occurred during the rental period. Insofar as excessive wear and tear to the vehicle is only discovered at a later point in time, Arval is entitled to claim this from the Lessee as well.

10.3. The Parties agree on the certified assessment criteria of "Ö-Norm V5080" in its respective current version prevailing at the time of the return of the vehicle for assessing the damage to the vehicle. The damage will be recorded in a damage report that Arval will provide to the Lessee. If the Parties are unable to agree on the amount of damage, Arval will have this determined by an independent expert using "Ö-Norm V5080". The Lessee will bear the costs of this expert assessment. The Parties shall recognise the outcome of the expert assessment.

10.4. If the inclusive kilometres agreed in the rental contract are exceeded, Arval will invoice the Lessee for the additional kilometres in accordance with the rental contract after the vehicle has been returned.

11. Termination

11.1 The ordinary termination of the rental contract is excluded.

11.2. Arval may terminate the rental contract extraordinarily for good reason. Good reason is deemed to exist, in particular, if:

- the Lessee defaults on payment obligations despite a reminder under threat of legal consequences and a 14-day grace period, and this payment default lasts at least 14 days in whole or in part, or
- the financial circumstances of the Lessee deteriorate significantly, or
- the Lessee substantially violates their contractual obligations despite a warning, with a warning not being required if the breach of contract is particularly serious.
- If Arval terminates the rental contract extraordinarily, the Lessee must return the vehicle to Arval without delay (cf. Item 10).

12. Duty to supply information

12.1. The Lessee shall immediately inform Arval in writing of any change in its company name, registered office, address, legal form, company relationships or liability relationships by sending a current and complete excerpt from the commercial register. The Lessee must notify Arval immediately of any change in its place of business, as well as changes in its company name or legal form. Should the client not fulfil their obligation, Arval will be entitled to conduct its own investigations and to charge a reasonable processing fee for this. This processing fee can be found in the current pricing table.

13. Arval Connect

The vehicle is equipped with the Arval Connect telematics solution. Arval Connect stickers are attached to the respective vehicles to provide information about this.

More information can be obtained from the Privacy Policy which can be retrieved from <https://www.arval.at/kmu/datenschutzerklarung>

14. Optional: Fuel card service/Charging card service

14.1. General

14.1.1. Arval provides the Lessee with one or more fuel card(s)/charging card(s) and corresponding personal identification numbers (hereinafter "PIN"). The Lessee is entitled to purchase certain fuels, electricity and other goods and services in the name and on behalf of Arval by using the fuel card(s)/charging card(s) at branded gas stations whose symbols or names are displayed on the fuel card/charging card (hereinafter "Fuel Stations"). The validity of the fuel card(s)/charging card(s) can be limited to Austria or - depending on the selected fuel card issuer - be extended to various European countries.

14.1.2. Depending on the scope of services selected by the Lessee, this right may include the purchase of certain fuels, lubricants, antifreeze, care products, car washes and/or vignettes as well as other goods and services. The Lessee may not purchase fuel and

other goods/services that are not included in the selected scope of services with the fuel card(s)/charging card(s).

14.1.3. The fuel card(s)/charging card(s) issued respectively refer(s) to a specific vehicle and a specific user. Fuel, electricity and goods/services may not be obtained with the fuel card(s)/charging card(s) for vehicles other than the ones that the respective fuel card(s)/charging card(s) was/were issued for. The same applies to the fuel card(s)/charging card(s) being used by someone who is not authorised to use it/them.

14.1.4. Obtaining and paying for fuel, electricity and other goods/services by means other than the fuel card(s)/charging card(s) (e.g. cash payments, payments by credit or electronic cash card) are not included in the scope of the fuel card service. In these cases, purchasing takes place for the Lessee's own account. Arval will not reimburse these purchases.

14.2. Issuers of the fuel card(s)/charging card(s).

Arval is the co-issuer of the fuel card(s)/charging card(s) (together with the relevant oil company or energy provider). The fuel card(s)/charging card(s) bear the logo of Arval as well as the logo of the respective oil company or energy provider.

14.3. Settlement

14.3.1. The Lessee shall reimburse Arval the costs of the fuel/electricity and other goods/services purchased with the fuel card(s)/charging card(s) in accordance with the following provisions. The price per litre of fuel, the price per kWh and the price for all other purchased goods/services correspond to the price according to the price display at the Fuel Station used. The prices are understood to be inclusive of statutory VAT.

14.3.2. Fuel/electricity

Arval will invoice the Lessee for the fuel/electricity purchased via the fuel card(s)/charging card(s) based on actual consumption.

14.3.3. Invoicing for actual consumption and other goods/services

All costs incurred in connection with the "fuel card(s)/charging card(s) management" service shall be invoiced on the basis of the actual sales of fuel and other goods/services purchased with the fuel card(s)/charging card(s) in a calendar month in the following month.

14.3.4. Checking of accounts The Lessee is obliged to immediately check the fuel card(s)/charging card(s) invoices for correctness and completeness and to submit any complaints in writing to Arval no later than four weeks after receipt of the invoices. After four weeks, the relevant invoice will be regarded as approved if it has not been objected to by the Lessee in this period.

14.4. Safekeeping of the fuel card(s)/charging card(s)/PIN, loss

14.4.1. The fuel card(s)/charging card(s) must be stored safely and protected against access by third parties. In particular, the fuel card(s)/charging card(s) may not be stored in an unguarded vehicle.

14.4.2. The Lessee must keep the PIN(s) required to use the fuel card(s)/charging card(s) secret; the PIN may only be communicated to the user authorised to use the fuel card(s)/charging card(s) (hereinafter "Fuel Card User"/Charging Card User). In particular, the PIN may not be marked on the fuel card/charging card or on the card envelope or stored together with the fuel card(s)/charging card(s) in any other way.

14.4.3. Arval must be notified immediately of the loss or theft of one or more fuel card(s)/charging card(s) via the service hotline which can be found on the service card as well as subsequently in writing by fax or email. In the event of theft of the fuel card(s)/charging card(s), the Lessee must also lay a criminal charge. Upon request, Arval will issue the Lessee a replacement fuel card/charging card(s) against payment of an administrative fee, which can be found in the respective current pricing table. A fuel card/charging card reported as lost or stolen must be returned to Arval immediately if it is found.

14.4.4. The Lessee is liable for all damage culpably caused by itself or by the Fuel Card User/Charging Card User that arises from unauthorised or improper use and/or falsification of the fuel card(s)/charging card(s); the Lessee indemnifies Arval from third-party claims in this respect.

14.5. Duration of use of the fuel card(s)/charging card(s)

The duration of use of the fuel card(s)/charging card(s) is displayed on the fuel card(s)/charging card(s). The fuel card/charging card must be handed back to Arval upon return of the vehicle. When the vehicle is returned in the system, the fuel card/charging card is blocked.

15. General provisions

15.1. Ancillary agreements, changes, supplements as well as the cancellation of these General Rental Conditions and of the rental contracts must be in writing. Waiving of the written form must also be agreed in writing.

15.2. All rights and obligations arising from the rental agreement and the General Rental Conditions apply to the Lessee as well as to the authorised driver and vicarious agents of the Lessee.

15.3. If one provision of these General Rental Conditions or of the rental contract is or becomes null and void, the effectiveness of the respective contract is not affected. Rather, the void provision is to be replaced by a provision that corresponds to the economic purpose of the void provision or that comes as close to it as possible. The above arrangements apply accordingly to gaps in the contract.

16. Data protection

The applicable data protection regulation (e.g. GDPR) applies. More information can be obtained from the Privacy Policy which can be retrieved from <https://www.arval.at/kmu/datenschutzerklarung>

The client undertakes to inform the respective vehicle user about Arval's data protection information (particularly with regard to the Arval Connect telematics solution).

17. Applicable law, place of fulfilment, place of jurisdiction

All contractual relationships between ARVAL and the client are subject to Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and all reference standards in foreign law, such as the Private International Law Act (IPRG) in particular. Place of fulfilment is Vienna. The exclusive place of jurisdiction for all disputes arising from the business relationship is the competent court in Vienna. The same applies if the client is a legal entity under public law or if the client does not have a general place of jurisdiction in Austria.

I, the undersigned, acting as representative of the client, understand the General Terms and Conditions (General Rental Conditions (GRC) Arval Flex) and agree to them. Drawn up in two (2) original copies,

The Client

(Stamp and signature)