

## General Terms and Conditions of MHC Mobility GmbH for lease and long-term rental of vehicles (as at: 01.2026)

In case of discrepancies between the General Terms and Conditions in German language and in English language, the most recent German version prevails. The most recent German version is available for download at [www.mhcmobility.at](http://www.mhcmobility.at), Allgemeine Geschäftsbedingungen.

### 1) General information

- 1) In these General Terms and Conditions, the same terms and conditions apply to lease and long-term rental. At MHC Mobility, "lease" is understood as "full-service lease", a combination of vehicle lease and additional services as part of fleet management, whereby the agreed services per vehicle are included in the lease instalment. In order to ensure readability, only the "rental terms" are generally mentioned in these general terms and conditions. In this sense, the following terms are interchangeable in these general terms and conditions: "rent" and "lease", "rental" and "lease", "rental agreement" and "lease agreement", "renter" and "lessee", "rental company" and "lessor", "rental object" and "leased object", "rental instalment" and "lease instalment", "rental period" and "lease period", "rental conditions" and "lease conditions", etc.
- 2) Validity of these terms and conditions  
MHC Mobility GmbH, hereinafter also referred to as "MHC Mobility" or "lessor" or "rental company", rents one or more vehicles to the lessee in accordance with the following General Terms and Conditions (hereinafter also referred to as "Terms and Conditions" or "GTC"), which the lessee recognises.
  - a) Insofar as the lessor and the lessee have agreed provisions deviating from these General Terms and Conditions in individual contracts, these agreements shall take precedence.
  - b) In all other respects, the business relationship between the lessor and the lessee shall be governed exclusively by the individual rental agreement (hereinafter referred to as the contract, rental contract or rental agreement), including these terms and conditions. Rental, purchasing or other terms and conditions of the lessee shall not apply.
  - c) Should one of the provisions of the contract, including these terms and conditions, be or become invalid, the statutory provision shall apply in its place. Under no circumstances shall the relevant provision in the contract be replaced by the lessee's rental, purchasing or other terms and conditions. This shall not affect the validity of the remaining provisions of the contract.
  - d) MHC Mobility is authorised to amend the terms and conditions. The current terms and conditions apply in any case to new rental agreements. They are deemed to have been approved for current rental agreements if the lessee does not object in writing within one month of receiving written notification of changes.
  - e) Insofar as amounts are stated in these terms and conditions, these are exclusive of statutory VAT.
  - f) The current terms and conditions and other relevant documents and information (e.g. claims notification form, guidelines, price list for services) are provided by MHC Mobility at [www.mhcmobility.at](http://www.mhcmobility.at).
- 3) Completeness, text form
  - a) No additional verbal agreements have been concluded.
  - b) Written or text form within the meaning of these terms and conditions includes notifications / submissions / information and other communication to and from MHC Mobility by letter or e-mail.
  - c) Any amendments or additions to a rental agreement must be made in text form and confirmed by authorised signatories of the lessee and lessor in order to be valid. This also applies to any deviation from this text form requirement.
  - d) Terminations, declarations of withdrawal, requests for rent reduction and compensation are only effective if they are made in writing.

### 2) Rental object

- 1) The rental object is the vehicle named in the contract in the version specified in the contract and with any special accessories listed there. It is equipped with the tyres agreed in the contract. If the vehicle is equipped with a navigation system and/or on-board computer, any software updates and new electronic map material are not part of the rental object.
- 2) If the vehicle manufacturer or supplier makes changes to the design form or colour or changes to the standard scope of delivery after the contract has been signed, the rental item shall change accordingly. The lessee is obliged to accept the rental item in the modified form.
- 3) Information in catalogues and other materials about the vehicle, for example with regard to scope of delivery, appearance, performance, dimensions, weights, fuel consumption, emission values, operating costs, speed and load capacity are only approximate. Under no circumstances are they agreed as warranted characteristics. This applies equally to the compatibility of any existing Bluetooth interfaces or hands-free devices with devices used by the lessee.
- 4) Subsequent change requests by the lessee with regard to the rental object shall only become part of the contract if they are confirmed in writing by the lessor. Any additional costs incurred as a result of the confirmed change request shall be borne by the lessee.
- 5) The provision of the vehicle to the lessee does not concretise the rental object. The rental company therefore reserves the right to replace the vehicle provided to the lessee during the contract period with an equivalent vehicle corresponding to the rental object.
- 6) Replacement vehicles (cf. Section 8.6) do not have to have warranted features (e.g. trailer coupling, navigation system).
- 7) The rental object is only provided to the lessee for temporary use and is not transferred to the lessee; the vehicle registration document or the registration certificate, Part II, remains in the possession of the lessor.

### 3) Handover of the rental object, default of acceptance

- 1) If the contract provides for a handover date or a handover period, these are non-binding and approximate details. If, on the other hand, a binding handover date has been agreed, which requires express written confirmation from the lessor, the period shall not commence until the lessee has fulfilled all contractual requirements for the handover of the rental object.
- 2) If specified in the contract, the rental company will charge the lessee for the initial refuelling and the transport costs to the place of delivery. The rental company's prices shall apply. The costs are due upon handover of the vehicle and will be charged to the lessee with the first invoice.
- 3) If changes to the rental object or the modalities are agreed after conclusion of the contract, any delivery periods shall be extended accordingly.

- 4) The timing of the handover and the commencement of the rental period shall be determined by the receipt of the lessor's notification of availability by the lessee. If the lessor has ordered a specific vehicle for the lessee on the basis of a rental or lease agreement, the lessee will receive the notification of availability as soon as the vehicle is ready for delivery.
  - 5) In the event of force majeure that delays the handover of the rental object, the delivery period shall be extended by the period by which the delivery of the rental object to the lessor is delayed. Force majeure shall also be deemed to exist in the event of industrial action by the vehicle manufacturer, its suppliers, transport companies and the lessor itself, insofar as this is not the fault of the lessor.
  - 6) The lessor shall only be in default if the lessee has set the lessor a reasonable grace period and this has expired without result and the lessor is responsible for this. In the case of a new vehicle ordered by the lessor on the basis of the contract, a reasonable grace period shall not be less than twelve months.
  - 7) If the rental object is not accepted within two working days of receipt of the notification of availability by the lessee, the lessee shall be in default of acceptance. The rental period begins no later than the second working day after the lessee receives the notice of availability, also if the lessee has not yet taken over the vehicle. The risk of accidental loss shall pass to the lessee upon that same day.
  - 8) If based on the rental agreement lettering, installations, extensions and/or conversions need to take place, the vehicle registration date is considered the start date of the rental period.
  - 9) If the lessee terminates the contract before taking over the rental object, or if the lessee definitively refuses to fulfil his acceptance obligation, or if a deadline set by the lessor has expired, the lessor may withdraw from the contract without setting a further deadline and the lessee shall owe the lessor a termination fee amounting to 50% of the total rental sum for the rental period agreed in the contract as compensation.
  - 10) If liability insurance for the vehicle is not included in the rental agreement, the lessee will send the lessor an insurance confirmation no later than the day the vehicle is handed over to the lessee. If the vehicle is registered by the lessee or on behalf of the lessee, this must be carried out no later than the day the vehicle is handed over to the lessee, and the vehicle documents (registration certificate part II, certificate of conformity) must be returned to the lessor immediately after registration.
- 4) Rent, mileage allowance, ancillary costs and rental security**
- 1) The monthly rental instalment includes 1/12 of the agreed mileage per year. If the rental relationship does not begin on the first of the month and the rental period exceeds one month, the monthly rental instalment and the mileage included will be calculated on a pro rata daily basis (1/30). The same applies to the last rental instalment if the rental relationship does not end on the last day of a month.
  - 2) If cost factors change after the offer has been made, after the contract has been signed or during the term of the contract due to circumstances beyond the lessor's control (e.g. investment amount, subsidies, reference interest rate fluctuations (Euribor 12 months), insurance costs, motor-related insurance tax or standard consumption tax) to the detriment of the lessor, the lessor shall be entitled to redetermine the applicable rental rate and/or VAT by means of a unilateral declaration to the lessee. This price adjustment shall take effect when the respective provision comes into force.
  - 3) The rental company is entitled to demand an appropriate deposit/security payment from the lessee before ordering the new vehicle, before handing over the rental object or at any later point in time. It may also be provided in the form of an abstract bank guarantee from a major Austrian bank or savings bank. In particular, the rental company is entitled to request an increased security deposit if the credit rating issued for it by a recognised credit agency (e.g. Schufa, Creditreform, KSV1870, Bürgel, Coface, Creditsafe etc.) is significantly reduced. In this respect, the lessee submits to the assessment of these organisations. However, he is free to prove that his rating is based on inaccurate information from the respective organisation or is incorrect for other reasons. The defence of uncertainty pursuant to § 1052 ABGB remains unaffected.
  - 4) If the lessee exceeds the agreed total mileage / kilometre limit (contractually agreed annual mileage / 12 \* actual contract term = agreed total mileage), the price specified in the contract shall be paid to the rental company for each additional kilometre plus the applicable statutory VAT. If two different excess kilometre rates have been agreed in the contract and the excess kilometre limit specified in the contract for the total mileage is exceeded, the higher excess kilometre rate shall apply for each additional excess kilometre. If the lessee falls short of the agreed total mileage, reimbursement for reduced mileage will only be made if this has been expressly agreed in the contract. In this case, the price per shortfall in mileage specified in the contract plus the applicable statutory VAT shall be credited to the lessee. If reimbursement of shortfall mileage has been contractually agreed, this is always limited to a maximum shortfall mileage per month of 10% of the mileage agreed in the contract per month, with a maximum of 250 kilometres per month. Reduced mileage can only become part of the contract from a contract term of 24 months and will not be offset if the contract is terminated before the agreed end of the contract.
  - 5) The lessor is entitled to carry out an interim settlement of excess kilometres at any time.
  - 6) If the agreed mileage is significantly exceeded after at least 6 months or if the mileage is expected to be exceeded by more than 10% in a rental year based on the mileage already travelled, the rental company shall be entitled to invoice the lessee for advance payments on the expected mileage allowance based on the actual mileage and to adjust the monthly rental instalment accordingly. The lessee is obliged to notify the lessor in writing of the overrun immediately after discovering the anticipated deviation. If the contractually agreed total mileage is likely to be exceeded by more than 10%, the lessor shall be entitled to adjust the term and/or total mileage by amending the contract. The lessor shall charge a processing fee per contract amendment in accordance with the price list for services. The final settlement of the remuneration for any excess or shortfall in kilometres compared to the kilometre limit shall be made at or after the end of the contract.
  - 7) The first rental instalment is due upon handover of the rental object. All further monthly rental instalments are due in advance on the first day of each month. Invoices from the lessor have a payment period of 10 days, unless otherwise stipulated in the rental agreement.
  - 8) If agreed in the rental agreement, the lessee shall issue the lessor with a SEPA company mandate or credit card authorisation for all payments under this agreement. The deadline for pre-notification shall be reduced to one bank working day. The lessee warrants to ensure that the account is covered. Costs incurred due to non-payment or reversal of the direct debit shall be borne by the lessee if the non-payment or reversal was not caused by the lessor.
  - 9) Bank charges, in particular charges for chargebacks, are to be reimbursed to the lessor by the lessee. This applies to all payment methods.
  - 10) Operating and ancillary costs incurred in connection with the rental object shall be borne by the lessee and must be paid by the lessee, unless the contract, including these rental Terms and Conditions, provides otherwise. In particular, fuel costs, oils, water, antifreeze, operating materials, car washes, windscreen washer fluid and lubricants as well as toll charges (excluding the ASFINAG vignette for Austria, if the motorway vignette is included in the rental agreement as a service) shall be borne by the lessee. Expenses, even if they are necessary, are to be borne by the lessee, unless otherwise stipulated in the contract.
  - 11) The lessee undertakes to indemnify the rental company against all third-party claims made against the rental company in connection with the operation and possession of the vehicle, insofar as these have been triggered by behaviour attributable to the lessee. In particular, the lessee must pay all penalties that are directed against the owner of the rental object or contest them by means of legal remedies to be arranged and financed by the lessee himself. In this respect, the lessor shall inform the lessee immediately of any notices served on him. For the processing of administrative (criminal) proceedings, hearings and other notifications, the lessor shall charge a processing fee in accordance with the price list for services. The lessor is not obliged to lodge an appeal. Both parties shall be entitled to prove that no damage was incurred at all or that the damage was significantly lower or higher than the flat rate.

- 12) If the lessee defaults on a payment, he shall be obliged to pay interest on the amount owed at a rate of 8 percentage points above the applicable base interest rate p.a. for the duration of the default. From the second reminder after the occurrence of default, the lessor shall charge a processing fee per reminder in accordance with the price list for services. The lessor shall be entitled to prove higher damages caused by default. The lessee is entitled to prove that the lessor has not incurred any damage caused by default or has not incurred such damage in the amount claimed. The lessor is also entitled to terminate the contract without notice in accordance with Clause 15.3 if the conditions stated therein are met.
- 13) If the lessee is in default of payment, the rental company shall be entitled to repossess the rental object until the overdue amount and all amounts due have been paid in full. For this purpose, the lessee must allow the rental company or its authorised representative access to the rental object and its removal and hand over all keys and vehicle documents provided to the lessee. All expenses and costs incurred by the lessor as a result of the removal of the rental object shall be borne by the lessee.
- 14) If the lessee is in default of payment, from the date of the second reminder the lessee shall be liable, directly or through recourse, for defects, damages, and theft occurring during the period of default. The right to claim any contractually agreed services for defects, damages, and theft shall reapply once the invoice has been paid, but not retroactively for the period of default.
- 15) The above right of removal in favour of the lessor arises irrespective of any default by the lessee if objective circumstances exist which give rise to justified doubts as to the creditworthiness of the lessee, in particular if insolvency proceedings are applied for or opened against the assets of the lessee or if such an application is rejected due to lack of assets.
- 16) The lessor is entitled to adjust the rent rate once a year on the basis of the consumer price index of "Statistik Austria" ([www.statistik.at](http://www.statistik.at)), or any index that may replace it in the future. The calculation of the adjustment is as follows: current rent rate x 20% x consumer price index. The entitlement applies annually on 1 July, based on the consumer price index from April of the previous year, whereby the adjustment of the rental rate only affects contracts with a start date before 1 July of the previous year.

## 5) Restrictions on use

- 1) The rental vehicle may only be driven by drivers who are at least 18 years old and have the required driving licence.
- 2) The rental object may not be made available to third parties in return for payment. The transfer free of charge is limited to third parties who are employees of the lessee or spouses or partners of the lessee or of employees to whom the rental object is transferred for professional use.
- 3) Use of the rental object for the following purposes is prohibited:
  - a) for commercial passenger transport,
  - b) for the delivery of parcels (parcel service),
  - c) for participation in motorsport events, vehicle tests and driver safety training,
  - d) for the transport of highly flammable, toxic or otherwise hazardous substances,
  - e) for the commission of customs and other criminal offences, even if these are only punishable under the law of the place where the offence was committed,
  - f) for subletting.
- 4) The vehicle may only be used permanently within Germany in accordance with customs and tax regulations. Trips abroad require the prior written consent of the rental company. This does not apply to journeys to Switzerland, the United Kingdom, Norway and EU countries, provided that the vehicle does not leave the geographical area of Europe. The lessee is expressly advised that in the event of unauthorised use of the vehicle in these areas, there is no personal injury cover or reduction of liability for damage incurred there. Depending on the insurance contract, liability insurance cover may also be invalid.
- 5) The lessee is obliged to ensure that unauthorised third parties do not have access to the rental object and cannot use it without authorisation. The lessee is liable for ensuring that all possible security measures are taken and that all security devices on the vehicle are used at all times. In particular, the rental object must be properly locked at all times. No objects may be left visible in the rental object, in particular no valuables.

## 6) General obligations of the lessee during the rental period

- 1) The lessee is obliged to maintain and treat the rental object with care. This includes the obligation to use the rental object in a careful manner and in accordance with the manufacturer's operating instructions and to protect it from overuse in every way. This also includes the independent monitoring of the engine oil and coolant levels in particular by the lessee. Furthermore, the lessee is obliged to store and maintain the vehicle properly and professionally in accordance with the relevant instructions of the manufacturer and/or the maintenance company and the oil companies. The lessee is obliged to supply the rental vehicle with sufficient operating materials, i.e. in particular fuel, oil, coolant, antifreeze, windscreen washer fluid and lubricants, in good time and at its own expense (see Section 4.11). Repairs and damage caused by a breach of the above obligations shall be borne exclusively by the lessee.
- 2) The lessee may not dispose of the rental object to the detriment of the owner. In particular, he may not encumber, pledge or make any similar dispositions. If the rental object is seized by a third party or otherwise enforced against the rental object, the lessee is obliged to inform the lessor immediately and to support the lessor in the defence against the claims of third parties. The costs arising from the intervention shall be borne by the lessee, unless they are paid to the lessor by third parties.
- 3) The lessee may only make changes, extensions or installations to the rental object with the prior written consent of the lessor and only by the manufacturer or by a company authorised by the manufacturer. If such modifications, extensions or installations mean that the previous condition cannot be restored or cannot be fully restored, the lessor may make the granting of his consent conditional on the lessee not removing the modifications, extensions or installations and on them becoming the property of the lessor without compensation upon return of the rental object. Equipping the rental object with a radio, walkie-talkie, telephone, computer or similar is permitted without the lessor's consent if it does not result in the need for a modification, extension or installation and the operating licence is retained. The lessee alone bears the risk of theft and liability in this respect. The lessee shall also bear the fees and other charges associated with the installation, in particular broadcasting fees.
- 4) The lessee is authorised to label the rental object with foil within the usual scope. Before the vehicle is returned, the labelling must be properly removed by the lessee at his own expense and the previous condition restored. Labelling that was applied by the rental company before the vehicle was handed over may not be removed by the lessee. The lessee shall be liable for all damage caused to the rental object in connection with the labelling and/or its removal. The rental company shall be entitled to remove films that have not been removed upon return at the expense of the lessee.
- 5) The lessee is prohibited from tampering with the speedometer. Any damage and/or malfunction of the speedometer must be reported to the rental company immediately. The lessee must arrange for the damage to be repaired immediately by an authorised customer service workshop of the vehicle manufacturer. Section 7.3 applies. The lessee must ensure that the repair invoice shows the exact mileage before and after repair or replacement (up to the first decimal place). For each day the speedometer is out of order, a mileage of at least 400 km shall be included in the calculation of the total mileage in accordance with Clause 4.4. The period of the speedometer failure is deemed to be the period between the last verifiable mileage determined using the functioning

speedometer and the repair of the damage in accordance with the above. The lessee is entitled to prove that the actual mileage during this period is less than the mileage resulting from the above provision.

- 6) It is expressly forbidden to carry fuel canisters in the vehicle.
- 7) The lessee declares that he/she is aware of and complies with the applicable toll regulations. In particular, the lessee of the vehicle is responsible for ensuring that the vehicle used by him is equipped with a valid annual motorway toll sticker and that any special tolls incurred are duly paid. If the motorway vignette is included in the rental agreement as a service, the lessee is entitled to demand reimbursement of the costs of the ASFINAG annual vignette for Austria from the rental company against proof of payment if no valid (digital) annual vignette is available. The carrier foil of the annual vignette with the serial number must be stored carefully and kept available at all times. Other toll charges, in particular special and video tolls (e.g. Arlberg tunnel S16, Brenner motorway A13, Tauern tunnel A10, tolls for Alpine roads, etc.) are to be paid and borne by the lessee. Penalties and replacement tolls for non-compliance with the toll regulations (e.g. failure to display or incorrect display of the annual toll sticker, failure to install special tolls) shall be borne exclusively by the lessee and must be paid by the lessee. When travelling abroad, the respective national regulations must be observed by the lessee and the toll charges must be paid by the lessee.

## 7) Maintenance and wear and tear repairs

- 1) If maintenance and wear and tear is included in the rental agreement as a service, the lessor shall bear the costs of regular maintenance of the rental object and wear and tear repairs to the rental object during the rental period in accordance with the following provisions. The lessor shall specify a workshop for the aforementioned work. The contract shall be awarded by the lessor. If the rental company agrees to authorise maintenance or wear and tear repairs outside the rental company's service partner network at the lessee's request, the rental company shall charge a processing fee per operation in accordance with the price list for services. If the lessee places an order with a workshop, the rental company shall not bear the repair costs. Additional costs incurred due to non-compliance with the specifications shall be borne by the lessee.
- 2) Wear and tear repairs are those repairs that occur to the vehicle as a result of its proper use and type of use. They do not include repairs that become necessary due to improper handling of the vehicle or to rectify accident, glass, stone chip and paint damage as well as damage to tyres, rims and fittings and bodies. The costs for the repair of such damage shall be borne by the lessee, unless the reduction of liability pursuant to clause 11.2 applies.
- 3) Maintenance (inspection) of the rental object is carried out in accordance with the manufacturer's specifications (vehicle checkbook / electronic display). The lessee must present the rental vehicle for maintenance immediately when the requirements for the next maintenance interval are met. If the lessee fails to present the vehicle for maintenance on time, the rental company shall be entitled to charge the lessee for the associated costs, damage and consequential damage. Section 7.4 shall apply. The lessee shall bear the costs of transporting the vehicle for this purpose. The obligation to pay the rent remains unaffected.
- 4)
  - a) Wear and tear repairs relate only to the equipment provided by the lessor, excluding tyres.
  - b) The lessee must notify the lessor immediately of any defects in the execution of the order. The lessee shall support the lessor in asserting corresponding claims against the workshop.
  - c) The lessee shall bear the costs incurred by the lessee as a result of the coordination, presentation of the rental object to the workshop, its breakdown during the maintenance or repair period and its collection. Claims for compensation against the rental company over and above the scope regulated in Section 8.6 are excluded in this respect.
  - d) If the rental object is located outside of Austria at the time of maintenance and/or wear and tear repairs or in the event of a technical breakdown, the workshop must be selected by the lessee and commissioned by the lessee after appropriate consultation with the rental company. In this case, the lessor shall reimburse the costs for the maintenance and/or wear and tear repairs to the cost level that would have occurred if the maintenance or repair had been carried out in Austria. Costs for breakdown assistance, towing and replacement vehicles abroad shall be borne by the lessee.
  - e) Costs for special inspections not provided for by the manufacturer (e.g. holiday or winter inspections, air conditioning disinfection, cleaning work, etc. as well as work on retrofitted accessories) shall be borne by the lessee.
- 5) If maintenance and wear and tear is not included in the rental agreement as a service, the lessor shall not assume any costs for maintenance or wear and tear repairs to the rental object during the rental period. In this case, the lessee is obliged to have maintenance and wear and tear repairs carried out and documented at his own expense in accordance with the manufacturer's specifications. If the lessee cannot prove that maintenance and wear and tear repairs have been carried out in accordance with the manufacturer's specifications, the lessor shall be entitled to charge the lessee for the associated costs, damage and consequential damage.

## 8) Accidents, breakdowns and repairs

- 1) The lessee is obliged to inform the rental company immediately in the event of damage. In this respect, the respective driver is a vicarious agent of the lessee. The accident report (damage report) provided by the rental company must be completed in full by the lessee immediately in the event of any damage and returned to the rental company. Major damage and personal injury, fire, theft, vandalism and damage caused by game must be reported by the lessee to the relevant police authority without delay. Any police report must be sent to the lessor by the lessee without delay. The lessee agrees to the lessor inspecting police, insurance and court files. The lessee shall grant the rental company a corresponding express written authorisation in each individual case at the request of the rental company. The respective driver of the rental object at the time of the damage event shall be obligated accordingly by the lessee in advance and shall be deemed to be the lessee's vicarious agent with regard to the aforementioned obligations. If the lessee or his vicarious agent fails to call the police or notify the rental company, the reduction in liability under Clause 11.3 shall lapse in accordance with the provisions therein.
- 2) Opposing claims may not be recognised. Admission of guilt and other legally significant concessions are prohibited to the lessee. This also applies to payments to the other party involved in the accident. If the lessee violates one of these prohibitions, it is up to the lessee to prove that the lessor has not suffered any damage as a result of the violation.
- 3) The lessor places the orders for the repair of accident damage. The lessor specifies a workshop for the repair work. The contract is awarded by the lessor. If the lessor agrees to authorise a damage repair outside the lessor's service partner network at the lessee's request, or if a reduction in liability was not included in the rental agreement as a service, the lessor shall charge a processing fee per process in accordance with the price list for services. If the lessee places an order with a workshop, the rental company shall not bear the costs. Additional costs incurred due to non-compliance with the specifications shall be borne by the lessee.
- 4) If the rental vehicle breaks down due to a breakdown or is not roadworthy or ready to drive after a traffic accident, the lessee must inform the rental company's breakdown service and make use of it. If the lessee commissions another assistance service instead, he shall bear the costs incurred and shall be liable for any damage caused by the other assistance service. The transfer of the vehicle back to the lessee after accident repairs or breakdown assistance

has been carried out shall always be at the lessee's expense. Costs for breakdown assistance, towing and replacement vehicles abroad shall be borne by the lessee.

- 5) The lessee may not assert any claims for damages or reimbursement against the lessor in connection with the termination of the rental agreement, unless the lessor has caused the termination intentionally or through gross negligence. Excluded are, among other things, personnel replacement and termination costs, costs for an alternative means of transport and the time spent by the lessee on handling.
  - 6)
    - a) If the vehicle is not roadworthy or not roadworthy for reasons for which the lessee is not responsible, the rental company shall provide the lessee with a replacement vehicle for the remainder of the hire period at the rental company's discretion following notification by the lessee. The same applies to a vehicle replacement in the event of maintenance (Clause 7). Replacement vehicles only serve to maintain mobility. Equipment and vehicle class may vary and do not have to have guaranteed features (e.g. fittings, trailer coupling, winter tyres, navigation system, etc.). If the lessee is entitled to compensation claims against third parties as a result of the vehicle breakdown, he shall assign these to the rental company, which shall accept the assignment.
    - b) The lessee is obliged to return the rental object to the agreed location at the agreed time and to accept the exchange vehicle. If the lessee breaches this obligation, the rental company shall be entitled to charge the lessee for the costs incurred as a result, in particular for a new journey.
    - c) The rental company may also have a promised replacement vehicle made available to the lessee by third parties - in particular short-term rental companies. In this case, the lessee shall recognise the contractual terms and conditions of the third party as binding and shall act accordingly. If the rental company suffers any loss or damage as a result of the lessee's misbehaviour towards the third party, in particular as a result of the late return of the replacement vehicle, the lessee shall indemnify the rental company against such loss or damage.
  - 7) The lessor is not liable for damage caused by environmental influences such as weather-related frost damage, flooding, etc.. These are to be borne by the lessee.
- 9) **Tyres**
- 1) The rental object is generally equipped with a set of summer tyres and a set of winter tyres on rims, unless otherwise agreed in the individual contract. If tyres need to be replaced due to wear and tear caused by contractual use, they will be replaced in accordance with the contractual agreements.
  - 2) Tyres must be replaced at the latest when the tread depth has reached the legally prescribed minimum. The lessee is responsible for timely replacement.
  - 3) If unlimited tyre replacement has been agreed, the rental company shall pay the costs of such replacement for the duration of the contract; if tyre replacement is limited, the rental company shall bear the costs for the agreed number of tyre sets. The cost of replacement shall include the purchase price for replacement tyres of the type/tyre size specified by the rental company as well as conversion and fitting costs.
  - 4) The lessor is not obliged to change tyres for the lessee. The rental company shall therefore not reimburse any labour costs or other costs incurred by the lessee in the event of a tyre change or puncture. If a tyre has to be replaced due to damage, the above provisions shall apply.
  - 5) The make and choice of tyres to be procured shall be determined by the lessor. The lessor shall specify a workshop for the aforementioned work. Orders to replace a worn tyre must be approved by the lessor. If the lessor agrees to authorise work or tyre procurement outside the lessor's service partner network at the lessee's request, the lessor shall charge a processing fee per operation in accordance with the price list for services. If the lessee places an order with a garage, the lessor shall not bear the costs. Additional costs arising from non-compliance with the specifications shall be borne by the lessee.

#### 10) Replacement car in the event of repair and/or damage

- 1) If a replacement vehicle is included in the rental agreement as a service, the lessee is entitled to a replacement vehicle for repairs at an MHC Mobility service partner for a period of 4 hours or more up to a maximum of 5 days. If a replacement vehicle is used, the costs will only be covered by the lessor during the repair period and only in Austria in the event of accidents, breakdowns and repairs. If the vehicle is not replaced immediately after completion, the lessee must bear the additional costs incurred.
- 2) The selection of the replacement vehicle provider (hire car company) and the replacement vehicle group is made exclusively by the rental company. The rental company does not guarantee the availability of a specific vehicle group. The use of a replacement vehicle is subject to the general terms and conditions of hire/business of the respective hire car company and the conditions for excess in the event of damage and additional kilometres of the respective hire car company, which then also apply accordingly between the lessee and MHC Mobility during the period of use of the replacement vehicle. If the lessee places an order with a hire car company, the lessor does not assume the costs.
- 3) In the event of premature termination of the individual rental agreement by the rental company in accordance with 15.3 to 15.8, the claim to a replacement vehicle shall lapse. If the rental object is lost or suffers a total loss, the entitlement to a replacement vehicle shall lapse on the day of the event.
- 4) When determining the actually driven total mileage under a rental agreement, the lessor is entitled to add the kilometres driven free of charge as part of the replacement vehicle service to the total mileage driven under the rental agreement.

#### 11) Insurance cover and further liability of the lessee

- 1) If liability insurance is included in the rental agreement as a service, the insurance cover shall be governed by the general insurance conditions and policies of the insurance company. The lessor is not liable for insurance cover and insurance benefits. There are the following options for contract design:
  - a) the lessor shall provide liability insurance for the rental object at his own expense in accordance with the provisions of the KHVG and the General Terms and Conditions of the insurer in the version valid at the time of authorisation of the contractual property (standard liability insurance);  
or
  - b) the lessor takes out liability insurance on behalf of and at the expense of the lessee. In this case, the lessor charges the lessee's premiums as part of the monthly instalment.
- 2) If liability insurance is not included in the rental agreement as a service, the lessee is obliged to take out and maintain liability insurance at his own expense for the duration of the rental period with a sum insured of the statutory minimum amount.
- 3) If a damage risk programme in the form or type of motor hull insurance is included in the rental agreement as a service, the rental company shall indemnify the lessee from the obligation to compensate for vehicle damage due to the following causes of damage, except for a contractually agreed excess to be borne by the lessee in each individual case of damage, hereinafter also referred to as "excess":
  - a) Theft of the vehicle or its parts within the EU and the states of Andorra, Liechtenstein, Iceland, Norway, San Marino, Switzerland, the United Kingdom and the Vatican;
  - b) Damage to or destruction of the vehicle due to the direct effects of fire, explosion, storm, lightning or hail. A storm is defined as a weather-related air movement of at least wind force 8;

- c) Damage to or destruction of the vehicle in motion due to a collision with furred game;
  - d) Breakage of the glazing;
  - e) Damage to or destruction of the vehicle as a result of an accident, i.e. as a result of a sudden external event with mechanical force;
  - f) Damage to or destruction of the vehicle due to wilful or malicious acts by persons outside the company.
- 4) The damage risk programme does not release the customer from the obligations arising from these terms and conditions. The damage risk programme does not cover
- a) Brake, tyre, operational and breakage damage, insofar as the latter is not the result of an accident;
  - b) Damage to the vehicle caused in connection with terrorist attacks, civil unrest or riots, in particular violent demonstrations or other riots. Terrorist attacks are politically or religiously motivated acts of violence carried out against a large number of people or property;
  - c) Damage caused by environmental influences not mentioned in Clause 11.3.b, such as weather-related frost damage, flooding, etc;
  - d) Loss, damage or destruction of vehicle contents, in particular cargo or equipment carried as well as movable vehicle accessories, such as mobile navigation and telecommunication devices, entertainment electronics, etc. or other personal damage suffered by the lessee, including any financial losses;
  - e) all other damage and causes of damage not expressly mentioned in Clause 11.3.

The damage risk programme shall apply if the lessee or the driver of the vehicle causes the claim through gross negligence or intentionally, causes damage to the roof or underbody, drives under the influence of alcohol or drugs, uses the vehicle for purposes other than those permitted under these terms and conditions, uses the vehicle in a not roadworthy condition, commits hit-and-run, does not have the necessary driving licence for the vehicle, drives the vehicle outside the agreed area of use and in the other cases listed in these terms and conditions.

- 5) The excess of the damage risk programme in the form or type of fully comprehensive insurance is EUR 950 per claim, unless otherwise agreed in the rental agreement.
- 6) If the damage risk programme is not included as a service in the rental agreement, the lessee is liable for the damage repair costs and/or the loss of value of the vehicle in the event of damage. In the event of a total loss or theft, the current book value of the vehicle serves as the basis for compensation to the lessor by the lessee. In addition, the lessee is obliged to take out and maintain motor hull insurance with a deductible of no more than EUR 500 for the duration of the rental.
- 7) Damage caused by an unknown party and personal injury, fire, theft, vandalism and damage caused by game must be reported immediately by the lessee to the relevant police authority in accordance with Section 8.1. Should the police refuse to record the facts, the lessee must provide the rental company with evidence that the police have been notified. If the lessee/vehicle user fails to notify the police after a claim as described above, the agreed reduction in liability shall lapse.
- 8) If the lessee causes damage to the rental company's vehicle with its own vehicles, equipment or other objects, the lessee shall bear the resulting damage (so-called lessee vs. lessee damage). In such cases, the damage is expressly not covered by the rental company.
- 9) In the event of self-inflicted damage or other damage to the rental object or its loss or destruction for which the lessee is responsible, the lessee must pay the agreed excess to the rental company. Both parties are entitled to prove that no damage or a reduction in value has occurred at all or that it is significantly lower or higher than the lump sum.
- 10) Damage to the vehicle caused by the lessee or third parties and which is not compensated by third parties - in particular insurers - or is subject to the reduction of liability in accordance with Clause 11.3 shall be borne by the lessee. This also applies in the event of destruction or loss of the rental object.
- 11) In this respect, the lessee warrants to the rental company that the rented vehicle will be returned in an undamaged and undeteriorated condition, with the exception of the wear and tear inevitably caused by use in accordance with the contract. Damage also includes the loss or damage/destruction of vehicle keys and the resulting need to replace the locking system as well as the loss of the vehicle documents. However, the lessee is free to prove that he is not at fault for any damage or other deterioration of the rented vehicle.
- 12) For liability insurance and the damage risk programme (in the form or in the manner of fully comprehensive insurance), the lessor has the right to annual price adjustments to the extent of the increase in the motor vehicle liability insurance performance price index (KVLPI), as announced by Statistik Austria. To calculate the percentage price adjustment, the index value for the month 4 months before the price adjustment is compared with the index value for the corresponding month of the previous year. The overall index applies to liability insurance and the sub-index for motor vehicle property damage applies to the damage risk programme.
- 13) The loss ratio for the damage risk programme is the ratio of the total expenses for losses to the total income for the liability reduction and is stated as a percentage value. The loss ratio is calculated per lessee over a calculation period of 12 months for all contracts being invoiced by the lessor, including contracts with a start date and/or end date in the calculation period. If the loss ratio for liability reduction exceeds 70%, the lessor has the right to adjust the premium or increase the excess for all contracts currently being invoiced or ordered by the lessor. The premium or excess shall be adjusted in such a way that the target loss ratio of 70% is reached after the adjustment. In the event of an adjustment, the lessee will be informed by the lessor of the loss ratio and the new monthly instalment.
- 14) If, during the term of a rental agreement, the insurance company applies an increase to an insurance rate for the vehicle (e.g. liability insurance, motor hull insurance, passenger accident insurance), the lessor is under all circumstances entitled to apply a corresponding increase to the monthly rental instalment from that date.
- 15) At the request of the lessee, the lessor may act as an insurance agent to arrange motor vehicle insurance. In this case, the lessor may include the lessee's insurance premiums as part of the monthly instalment. The insurance cover and the insurance rates shall be governed by the general insurance conditions and policies of the insurance company. In the event of discrepancies between the above conditions in Article 11 and the conditions of the insurance company, the conditions of the insurance company shall prevail. The lessor assumes no liability for insurance coverage or insurance benefits when acting as an insurance agent.

## 12) Lessee's duty to provide information and disclosure

- 1) The lessee authorises the lessor to obtain information regarding his business circumstances within the meaning of the Data Protection Act and to store the corresponding information together with the information from the contract. In particular, the lessee allows the lessor to obtain information from the Schutzgemeinschaft für allgemeine Kreditsicherung (SCHUFA) and other recognised credit reference agencies (Creditreform, Bürgel, Coface, etc.) and to pass on data to them about the lessee's behaviour that is not in accordance with the contract, if these reports are necessary to safeguard the legitimate interests of the lessor or the general public and do not impair the lessee's interests worthy of protection. The lessor is authorised to forward the lessee's documents made available to him as well as information provided by the lessee or third parties to his refinancing institutions. The lessor shall inform the lessee of the information centres upon request.

- 2) At the lessor's request, the lessee shall provide the lessor with current proof of income and assets as well as additional information on its financial situation and information on its company, in particular on its structure and group or corporate affiliation. The lessee shall inform the lessor immediately and without being requested to do so of any changes, in particular changes to the legal form and liability relationships. In any case, the lessee shall make its current annual financial statements available to the lessor every year upon request immediately after their preparation. Such documents and information shall be treated confidentially by the lessor to the extent stipulated in Clause 12.1.
- 3) The lessee is also obliged to inform the lessor of the respective location of the rental object upon request. This applies in particular in the event of accidental or other damage, regardless of the cause.
- 4) The lessee is obliged to comply with due dates for the § 57a KFG inspection and to arrange for the inspection to be carried out. The same applies to brake inspections and all other vehicle inspections that are required due to legal regulations and/or other obligations to public law organisations. This may also include compliance with professional requirements. The corresponding test certificates must be made available to the rental company without being requested to do so.
- 5) If the lessee does not fulfil one of the above information obligations, he must compensate the lessor for the resulting damage. This applies in particular to late payment surcharges, additional fees and other fees and charges. If the rented vehicle is not serviced or not serviced in good time and/or is withheld from an official or other prescribed inspection due to a lack of information, incorrect information or information provided too late by the lessee and if damage to the vehicle is not detected or not detected in good time due to this failure, the lessee shall bear the resulting additional costs as well as any fines or penalties.
- 6) The lessee is obliged to inform the rental company in writing of the respective kilometre reading at intervals of no more than twelve months from the actual handover of the vehicle. If the prescribed notification is not provided, the lessee shall bear the necessary costs incurred by the rental company in the course of its own ascertainment.
- 7) The lessee is obliged to notify the lessor of any change in his place of residence, registered office, legal form or liability status immediately after the change occurs.
- 8) The lessee is obliged to inform the lessor in writing of any change to his bank details within two weeks of the change being made.

### 13) Limitation of liability of the lessor

- 1) Insofar as the rental company is responsible for damage to the lessee due to its own fault or the fault of its legal representatives or vicarious agents, its liability is limited to cases of intent or gross negligence. In cases of injury to life, limb and health, liability is also accepted for simple negligence.
- 2) Unless otherwise stated in Clause 13.1, the lessor shall not be liable for damages. Excluded in particular are claims by the lessee against the rental company for damages due to incorrect services, information or advice, breach of contract, default, non-fulfilment, impossibility and culpa in contrahendo. Liability for remote damage is also excluded. The exclusion also applies to claims arising from unauthorised actions, insofar as these compete with contractual claims.
- 3) The lessor's liability shall be limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract. This limitation shall also apply in all cases of gross negligence on the part of the lessor's vicarious agents.
- 4) Claims for damages due to the absence of warranted characteristics are limited to the damage in respect of which the lessee was to be protected by the warranty. This does not apply in the event of wilful intent or gross negligence on the part of the lessor.
- 5) The lessor shall not be liable for damages suffered by the lessee that were unforeseeable for the lessor at the time the contract was concluded. Furthermore, he shall not be liable for consequential damages, including loss of profit.
- 6) If, in exceptional cases, the lessor is obliged to pay compensation due to the rental object not being made available or its lack of usability, the lessee's claim shall be limited to twice the pro rata rental instalment for the period in question. For all other cases of damage, the lessor's liability to pay compensation for material damage is limited to a maximum amount of EUR 25,000.00 per claim. In addition, regardless of the type of claim, liability is limited to the amount of cover provided by an existing public liability insurance policy.
- 7) The lessor is not liable for defects in the rental object unless these are deliberately concealed.
- 8) Any claims for damages by the lessee shall become time-barred within one year of the lessee becoming aware of his claim, unless the law stipulates a shorter limitation period. The statutory period shall apply to product liability claims.
- 9) The above exclusions and limitations of liability shall not apply insofar as the lessor is liable on the basis of mandatory statutory provisions.
- 10) Insofar as the liability of the lessor is excluded or limited, this shall also apply to the personal liability of its representatives, vicarious agents, employees and other staff.
- 11) Manufacturers, repair and maintenance companies (e.g. car mechanics, cleaning companies, etc.), their representatives, employees and other staff are not vicarious agents of the lessor. Contracts between the lessor and the aforementioned parties do not constitute contracts in favour of the lessee and do not have any protective effects in favour of the lessee.

### 14) Liability of the lessee for third parties

- 1) All natural persons whom the lessee permits to use the rental object or whom he does not deny the opportunity to use it are to be regarded as vicarious agents of the lessee with regard to all duties of conduct and care in relation to the rental object, for which the lessee is liable accordingly.
- 2) The lessee shall oblige all of the aforementioned persons to strictly comply with the contractual provisions vis-à-vis the lessor. Upon request, the lessee shall provide the lessor with a list of the persons concerned.
- 3) In addition, the lessee is liable for all third parties insofar as he has culpably opened access to the rental object for them or has not kept them away from the rental object by failing to take adequate security measures.

### 15) Contract term and termination

- 1) The rental period specified in the contract shall apply. If a rental period is not specified or not effectively specified in the contract, or if the rental period specified in the contract has already been exceeded, the contract shall be deemed to have been concluded for an indefinite period. In this case, the contract continues with all rights and obligations for an indefinite period and can be terminated by either party with a notice period of one working day.
- 2) If the lessee returns the rental object before the end of the rental period without the rental agreement ending at the same time, the lessee shall owe the lessor a termination fee amounting to 50% of the total remaining rent up to the end of the agreed rental period as compensation.
- 3) The lessor is entitled to terminate all rental agreements concluded with the lessee without notice, whereby the lessee owes the lessor a termination fee of 50% of the remaining rent until the end of the agreed rental period for each terminated rental agreement as compensation if:
  - a) the lessee is in arrears with at least one rental agreement and this arrears lasts longer than 30 days;

- b) there is a significant deterioration in the lessee's financial circumstances, in particular the ratings awarded to the lessee by recognised credit agencies (Schufa, Creditreform, KSV1870, Bürgel, Coface etc.) are reduced to a more than insignificant extent and the lessee does not provide sufficient security for the rental object and the payments still to be made under the contract despite being requested to do so by the lessor;
  - c) seizures or other enforcement measures are taken against him;
  - d) the lessee is required to submit an affidavit on his financial circumstances;
  - e) insolvency proceedings are imminent or have been initiated;
  - f) the lessee moves his place of residence or business abroad;
  - g) the lessee has made incorrect statements or concealed facts during contract negotiations or is otherwise in gross breach of contract and it is therefore unreasonable for the lessor to continue the contract.
- 4) If the rental object is lost or suffers a total loss, the rental agreement ends on the 30th day after the event.
  - 5) The rental company is entitled to terminate the contract with immediate effect if the continuation of the rental agreement becomes unreasonable, e.g. due to a damage rate of more than 100%, or more than 2 damages to the vehicle in one calendar year, or because a repair is necessary which is considered uneconomical by the rental company.
  - 6) If the lessee does not return the rental object after termination of the rental agreement, the lessor may claim the agreed rental instalments and any other damages incurred by him as compensation for the period of retention.
  - 7) If the lessee continues to use the vehicle after termination of the rental agreement, this shall not constitute a continuation of the rental agreement. In this case, the lessee shall owe an appropriate usage fee.
  - 8) The lessor has the right to extraordinary termination of the individual rental agreement with immediate effect if the contractually agreed total mileage is exceeded by more than 25%.
  - 9) Terminations must be made in writing.

## 16) Return of the rental object

- 1) A guide for vehicle returns at [www.mhcmobility.at](http://www.mhcmobility.at) describes the return process and damage assessment when returning a vehicle.
- 2) At the end of the contract, the lessee must return the vacated rental object, including all items provided to him for use, at his own expense and risk to the lessor's registered office, unless otherwise agreed.

If the lessee took over the rental vehicle with a full tank at the beginning of the contract and the rental company did not charge the lessee for the initial refuelling, the lessee is obliged to return the rental vehicle with a full tank at the end of the contract. If, in this case, the rental vehicle is not returned with a full tank of petrol, the rental company will charge the lessee the fuel costs plus a service fee of EUR 20.00 plus VAT. The lessor's prices apply to the fuel costs.

The vehicle must be so clean on the outside that it can be returned without any gaps. Inside, all windows must have been cleaned, the vehicle must have been vacuumed and all fittings must have been cleaned. If the vehicle is not returned as described, the rental company shall have the cleaning carried out at the expense of the lessee.

The lessee has no right to purchase the rental object. The rental object must be in the same condition when it is returned as when it was handed over, apart from the usual unavoidable wear and tear, taking into account the rental period. The provision in Clause 11.6 applies accordingly.

Smoking is prohibited in all vehicles, regardless of whether there is a "No Smoking" sticker in the vehicle or not. In the event of violation of this provision, a fee will be charged in accordance with the vehicle return guidelines.
- 3) All documents provided to the lessee (e.g. service booklet, radio code card, navigation CD/DVD etc.), including the vehicle documents for the rental vehicle, as well as all items provided for use (e.g. vehicle keys, summer or winter wheels, spare wheel etc.) must be returned together with the rental vehicle. If such items are not returned, the rental company shall be entitled to replace the missing items and to charge the lessee for the costs of replacement.
- 4) If, upon return of the rental object, there are items in it that do not belong to the lessor, the lessor shall be entitled to remove them at the expense of the lessee and to store them at the expense of the lessee or to send them to the lessee at the lessor's discretion. The risk of loss shall be borne by the lessee.
- 5) When the rental object is returned, a report on its condition shall be drawn up and signed by the lessee. If damage to the rental object cannot be ascertained upon return (e.g. if the vehicle is not clean upon return), the rental company shall be entitled to notify the lessee of such damage and to assert claims for compensation. The damage found on return will be assessed by an expert. The values determined in the assessment (cost estimate / expert opinion) are the basis for the settlement of the damages. If desired, the lessee can request a second assessment of the damage from an expert at his own expense.
- 6) The lessee is obliged to inform the rental company of any damage known to him/her upon return and to inform the rental company if there are indications that repairs are necessary and/or if the vehicle's operating materials need to be supplemented or replaced. The lessee is also obliged to inform the rental company if the rental vehicle is due for one of the inspections specified in Section 12.4 within four weeks of its return.
- 7) At the end of the rental period, if requested of the lessee and agreed upon by the lessor, the rental object can be collected by the lessor's logistics partner from a location defined by the lessee. Collection requests must be submitted by the lessee to the lessor at least 14 days in advance. The price list valid at the time of service applies to the collection. The return date of the rental object is the day on which the vehicle arrives at the lessor's location, but no more than 5 working days after the pick-up date.
- 8) The above clauses 16.1 to 16.7 apply in the same way if the rental object is returned on the occasion of a vehicle exchange.
- 9) If the rental object is not returned on time after termination of the rental agreement, the right to use it shall expire. In the period from the end of the rental period until the actual return, the lessee shall bear all costs and charges as well as the risk of loss with regard to the rental object. The rental company shall be entitled to terminate the liability insurance and all other insurance policies, and any reduction in liability pursuant to clause 11 shall also lapse. The lessee shall bear all costs of late return, including any claims for damages or other claims by third parties against the rental company and the costs of searching for and returning the vehicle. The lessee's obligations under these Terms and Conditions shall continue to apply until the vehicle is duly returned, irrespective of the end of the contract.

## 17) General provisions

- 1) Upon commencement of the business relationship, the rental company is authorised to electronically store and process data, which may also be personal data, of the lessee and the lessee's employees using the vehicle for the purpose of contract performance, customer advice, market and opinion research and for its own advertising campaigns in accordance with Art. 6 (l) (b) and (f) of the EU General Data Protection Regulation. For the purpose of refinancing the contract, the transfer of the lessee's data to a refinancing institution is also permitted. The data will be stored for up to 3 years after the end of the business relationship or after the end of the contract and for up to 7 years from the end of the financial year due to the statutory retention periods, in particular due to tax regulations. In addition, the data will be stored for as long as it is relevant for the tax authorities in pending proceedings (§ 132 BAO).

- 2) The lessee is aware that technical vehicle data recorded from the rental vehicle (fuel levels, service and repair requirements, remaining service life of wearing parts, mileage, etc.) are automatically transferred to the lessor and processed there exclusively for the purposes of proper contract fulfilment.
- 3) The lessor has a legitimate interest in any processing or use of the lessee's data for the purposes of advertising or market and opinion research in order to provide the lessee with optimised offers in the future. The lessee may object to this processing at any time.
- 4) Furthermore, the lessee can assert their rights in accordance with Art. 12 et seq. of the EU General Data Protection Regulation with the data protection officer of MHC Mobility GmbH. These are in particular the rights to information, rectification, erasure, restriction of processing and objection. The data protection officer can be contacted at the following e-mail address: [datenschutz@mhcmobility.at](mailto:datenschutz@mhcmobility.at).
- 5) The lessee is only authorised to transfer his claims and rights arising from the contract with the prior written consent of the lessor.
- 6) The assertion of the right of retention and offsetting against the claims of the lessor arising from this contract is excluded, with the exception of undisputed and legally established claims.
- 7) The contract shall also remain in force unchanged in the event of a change in the legal form of the lessee and in general in the event of any change in the person of the lessee. Similarly, in the event of the sale of its business, the lessee shall remain fully bound by this agreement until its final fulfilment.
- 8) Amendments and supplements to the respective contract must be labelled as such and must be in text form and signed by both contracting parties. This provision may also only be deviated from in text form. The same applies to any ancillary agreements.
- 9) Should a provision of these terms and conditions be or become invalid, contain an inadmissible deadline provision or a loophole, the legal validity of the remaining provisions shall remain unaffected.
- 10) The right to contest the contract on the grounds of *laesio enormis* is excluded in accordance with § 351 UGB.
- 11) Fee according to § 33 TP 5 GebG self-calculated under the tax number AT ATU68901548.

**18) Place of fulfilment, place of jurisdiction, applicable law**

- 1) The place of fulfilment for all obligations arising from this contract is the registered office of the lessor in Vienna.
- 2) With lessees who are entrepreneurs, legal entities under public law or special funds under public law, Vienna Innere Stadt is agreed as the place of jurisdiction. Actions against the lessor may only be brought in Vienna Innere Stadt. However, the lessor shall not be prevented from taking legal action against the lessee in any other place of jurisdiction permissible for the lessee. If the lessee does not have a general place of jurisdiction in Germany or if he moves his place of residence or business or habitual abode abroad after conclusion of the contract, the international jurisdiction of German courts and the local jurisdiction of the courts having jurisdiction for Hamburg shall be agreed.
- 3) The contract and all legal transactions and actions in connection therewith shall be governed exclusively by Austrian substantive law to the exclusion of standardised international law and the conflict of laws rules (e.g. IPRG, EVÜ).