

GTC

General Terms and Conditions (GTC)

1 Scope of Applicability

1. All delivery- and transport services (further called: services) by Kaiser KG – Mietwagen (further called: KKG) provided to the contracting party (further called: CUSTOMER) are executed exclusively based on these Terms & Conditions (further called: GTC) in their current version. These GTC are also applicable for all future services of any kind.
2. Customer GTC **contradicting** to these GTC of KKG are – except their applicability is explicitly agreed between the parties in writing – excluded.
3. For legal applicability of **Deviations** from these GTC a pre-contract **agreement in writing** by KKG is required. The validity for such deviation is limited to a single case.
4. KKG staff members and driver are not authorized to make agreements of any kind in the name of KKG outside the contracted order.
5. By consumption of services from KKG the CUSTOMER and/or the person (further called: passenger) subject to the service accepts these GTC.
6. In case the service is subcontracted to any KKG partner by KKG these GTC continue to apply to the CUSTOMER.
7. The contract language is English.

2 Contract Baseline / On-line Request & Order

1. Basis for services to be provided by KKG is the CUSTOMER request raised per telephone, e-mail and/or by on-line form of **individual order** and the service agreement contracted with the CUSTOMER based on the **CUSTOMER provided information including data, request details, documents and specifications**. KKG has no obligation to verify data, details or specifications provided by the CUSTOMER regarding correctness, completeness or omission of information relevant for the desired service.
2. Offers of any kind made by KKG remain subject to change (before confirmation of the order by KKG).
3. With the order (by confirmation of the offer made by KKG based on CUSTOMER request) the CUSTOMER declares the willingness for a binding contract. The contract becomes valid with the **written acceptance of the order** by KKG (booking confirmation) or the actual consumption of the service. Lack of response by KKG does NOT represent contract acceptance. The CUSTOMER is obliged to verify the content of the order confirmation. In case of deviations between the order confirmation and the offered service description, the deviation is **accepted** by the CUSTOMER, if he does not complain immediately after reception of the order confirmation.
4. The **process of on-line request** (on-line booking) starts at the KKG web site at www.airport-service-kaiser.at. In the first step the type of service is decided based on the portfolio. In step two the CUSTOMER contact information as well as requirement information is entered. Further the payment method (cash, card) and the number of passengers to be transferred are

defined together with all details required for the transfer. In step three the request information is to be reviewed and possibly corrected. Next the CUSTOMER is asked to read and accept the GTC before the request will be sent by the CUSTOMER to KKG. The CUSTOMER will receive a confirmation of the submitted request by the web page. Based on the information provided in the request KKG prepares an individual offer and submits the offer to the CUSTOMER to the e-mail address contained in the request. The CUSTOMER verifies the offer regarding his request and the service details as well as the price indicated. In case of acceptance the CUSTOMER replies to the offer by e-mail to KKG for confirmation and acceptance to place the order firmly. The contract data will be stored and the CUSTOMER will be sent a final confirmation by KKG about the acceptance of the order by KKG. In case the CUSTOMER identifies a deviation between the offer and the order confirmation he is obliged to complain immediately upon reception of the confirmation. In case KKG not being in the position to provide the requested service with own resources KKG will offer a subcontracting partner to the CUSTOMER, which will be indicated in the offer. These KKG GTC will remain valid to the CUSTOMER also in case of subcontracting the service to a partner.

5. In case of business according § 3 Consumer Protection Act the CUSTOMER has the right to refrain from contracts within fourteen (14) working days calculated from the date of goods delivery at the CUSTOMER desk, or at the day of purchasing for service delivery contracts. Saturday is not counted a work day. Declarations to refrain are required to be in text form and do not need to include reasoning. To maintain the right to refrain the declaration must be sent before expiry of the deadline. The right to refrain does not exist for service contracts to the CUSTOMER for which execution is started within the period of fourteen (14) working days from contract signature.
6. Service agreements are valid until their cancellation by KKG, which can be at any time, unless otherwise agreed upon in writing and the CLIENT is not a consumer within the meaning of § 1 of the Consumer Protection Act.

3 Services by KKG

1. KKG delivers the service based on the order (ON-call) and/or the service agreement in place as far as technically possible and legally admissible. The service delivery starts and ends in principle – as far as it does not change due to factual conditions – at the date and time named in the order confirmation.
2. KKG shall do it's best to deliver the service as agreed. The CUSTOMER accepts that despite all care of KKG in its own and partner resource coordination, it cannot be guaranteed to 100% that delays in start, execution and end of service execution will not occur due to unforeseeable weather- and traffic conditions (accidents, traffic jam, etc.). KKG is not obliged to break any regulations, especially the road traffic act, provide additional resources and/or take any kind of risk to avoid delays by the named reasons.
3. KKG has the right to refuse and/or interrupt the desired service, if there is any risk to cause damage to the CUSTOMER, the passengers, staff members of KKG and/or the resources of KKG for any reason. In particular KKG is entitled to exclude the following persons from the service:
 - a. persons suffering from a compulsorily notifiable disease, due to which they are excluded from public transport vehicle by carriage conditions or are a nuisance due to predictable reasons such as drunkenness, inappropriate behavior or harassing other passengers, as well as persons who could contaminate other passengers in the vehicle by their condition.
 - b. children under six years of age without an escort. KKG staff is not obliged to carry out child guardianship duties.
4. KKG is entitled to reject the transfer of luggage, provided **that insufficient space is available for proper accommodation**. The following items shall be excluded from transport as baggage:
 - a. those exceeding the maximum allowable gross weight for the vehicle individually or in total,
 - b. those that cannot be loaded because of their nature or size.

5. Baggage and other items must not be left in the vehicle, even if the vehicle is left only for a short term.
6. Forgotten or left back luggage or other items, can be stored in KKG business premises for a period of 3 weeks after the initial provision of service. These items will be issued to the owner upon proof of ownership. If the situation is not resolved within the above period, or proof of ownership cannot be provided, KKG shall proceed in accordance with the provisions of the General Civil Act for lost property. In conflicting property statements, KKG is entitled to deposit luggage and other items pursuant to § 1425 of the General Civil Act at the responsible court.
7. KKG takes no responsibility for any loss or damage that may have been due to poor packaging or the specific nature of the goods.
8. Dogs and other animals will be transported only if they can be transported in conformity to animal protection law and in line with animal welfare, without hazard to and / or harassment of passengers and KKG staff and / or resources. Dogs must wear muzzles upon request by KKG staff.

4 CUSTOMER and Passenger Obligations

1. KKG services presuppose timely contribution by the CUSTOMER. It is the responsibility of the CUSTOMER to take all necessary steps to enable a save and timely execution of the service by KKG. The CUSTOMER will:
 - a. provide information about addresses, flight- or train numbers, departure and arrival times respectively, as well as any changes accurately and complete,
 - b. adhere to agreed pick-up location and time,
 - c. use vehicles carefully, and for safety reasons, refrain from behavior causing distortion of operation or damaging the equipment,
 - d. refrain from actions that are likely to hinder and / or endanger AD staff in the performance of their duties,
 - e. impede KKG staff during the steering of a vehicle,
 - f. refrain from smoking, eating and drinking inside the vehicles and
 - g. comply with KKG staff instructions in all matters pertaining to vehicle use.
2. In case of delay / prevention of the passengers compared to the agreed pick-up time, the waiting time shall be up to 30 minutes at the discretion of KKG. After excess of the first 15 minutes, KKG is authorized to charge the CUSTOMER an additional waiting fee according the indicated price tag at the web page including VAT for each additional, respectively started 15-minutes period. KKG is authorized to charge for each additional address in the same district of the respective valid zone (see actual zone plan at the KKG web page), and for another district of the respective valid zone, as well as in the next nearest zone (max. 10 km) of the current valid region, as indicated by the respective price tag indicated at the web page of KKG. Definition of additional address: additional stop at a point, which is not on the direct route between pick-up address and destination address for any purpose requested by the CUSDTOMER.
3. In case off flight-, train- or bus delay and/or changes if the flight-, train- or bus schedule the CUSTOMER is not obliged, as far as this is essential for the service delivery by KKG, to inform KKG. In case of pick-up at the airport it is the free decision of KKG to wait for 30 minutes after arrival time. This rule also applies for any other scheduled transport like train or bus.
4. Upon arrival at the destination luggage and other parts subject to the service shall be examined for completeness and to prove that it is free of damage. In case of determined loss or damage of luggage or other parts the case must be brought to the attention of KKG within two (2) day after service completion **in writing**, else any entitlement for claims is lost.

5. In the event of contamination, damage and / or destruction of KKG resources by passengers, the CUSTOMER is liable, in accordance with his own negligence, for the conveyed passengers and / or luggage related to the [service] order. The CUSTOMER is required to fully refund the related damage.

5 Service Charge and Payment Conditions

1. In the event of an individual order (On-Call), the order rates and packages agreed upon at the time of the order shall apply as the valid service fee. In the case of a service agreement, the service fee shall be set by the respective signed service agreement.
2. Unless otherwise agreed upon in writing, the service fee for service delivery shall be paid in retrospect directly in the manner specified by the order confirmation (i.e. cash, or credit card and/or bank transfer). The net service fee is payable immediately after invoicing, without any deductions and without any discount to the account of KKG. KKG will be held free of fees for the payment. Our drivers are entitled for debt collection.
3. Unless otherwise agreed upon in writing, all prices are in EUR and **include Austrian VAT** rate valid at the date of order confirmation.
4. Fees are also due to KKG in their entirety if execution of the order is unfulfilled for reasons that are not responsibility of KKG; credit provisions of § 1155 sub-para 1 and § 1168 sub-para 1 of the Civil Code are also waived.
5. Unless an obligation is agreed upon in writing, KKG **prices** are non-binding until the order confirmation is sent. KKG is entitled to request the CUSTOMER for an **increase in payment** in the event of an increase in relevant materials, transportation or supply prices, and the increase in personnel costs due to mandatory provisions.
6. KKG is entitled to issue interim invoices.
7. In the event of **delayed payment**, the CUSTOMER is required to pay **default interest** at the rate of 8% above the base rate of the European Central Bank, at least 1% per month. Possibly granted discounts, rebates or other concessions shall not be considered valid for payment default or in the event of insolvency proceedings against the CUSTOMER. In case of delay of payment, the CUSTOMER agrees to pay the cost to recover the debt of necessary costs, such as attorney and collection fees. General Terms and Conditions (GTC) of KKG.
8. The CUSTOMER is not entitled to withhold payments due to warranty claims or other counter-claims not recognized by KKG. CUSTOMER **counterclaims may not be offset** by the CUSTOMER against KKG claims, whether judicially or extra-judicially.
9. If a significant **deterioration** in the financial balance of the CUSTOMER occurs, or the CUSTOMER has no unobjectionable credit reports, or the CUSTOMER is more than 3 weeks in arrears despite the due date and reminder, KKG is entitled to **cease all activities** henceforth for service provision against prior payment or **withdraw from the contract**.
10. No charges will be invoiced if the **cancellation** (withdrawal by the CUSTOMER) is submitted in writing within the legal time frame to our company.
In all other cases cancellation fees are due as follow:
 - Cancellation during vehicle's driving to the pic-up address: 50% of the agreed transfer price
 - Cancellation or non-utilization of the service when vehicle already located at pick-up address: 100% of the agreed transfer fee
 - Cancellation fees as described above are also due if the ordered services are cancelled partially by the CUSTOMER, whereas the mentioned cancellation fee rates are limited to the cancelled parts of the services.

6 Warranty / Damage Indemnity

1. Our information about driving and/or arrival times are non-binding.

2. A fee reduction or refund of charges shall not apply if delays in departure and / or arrival were not caused by KKG (Section III para 2 of these GTC). Force majeure and its consequences free KKG from providing transport services. Force majeure also explicitly applies to traffic jams. The following provisions shall apply in the event of negligence.
3. KKG **liability** to losses by the CUSTOMER is excluded in case of gross negligence. Due to delay no refund will be granted for consequential damage, not achieved savings, loss of revenue and/or interest rates and damage from third party claims to the CUSTOMER.
4. Above limitations to KKG liability are not applicable in case of damage caused under responsibility of KKG for damage of body or health, loss of passenger life. Limitation of liability due to gross negligence does not apply to consumers.
5. Liability of KKG to CUSTOMERS is limited to detectable damage either caused by intention or at least grossly negligent. The burden of proof for the existence of intent or gross negligence is on the passenger, unless he is not a consumer as defined in § 1 of the Consumer Protection Act.
6. **Claims** for refund of damage **must be raised** to court by the CUSTOMER **within one year** after evidence of the damage and its origin.
7. The CUSTOMER takes note that luggage and other parts subject to transport services are protected by insurance for a maximum value of € 30.000 per order. On demand in writing by the CUSTOMER an increased insurance can be provided for additional cost. The liability for refund by KKG is limited to this amount as far as the passenger is not a consumer as defined in § 1 of the Consumer Protection Act.
8. The liability limits described above are not applicable in case of damage caused by KKG to passenger body and/or health, and/or loss of passenger life. The value for such damage is limited by € 25.000.000 per case covered by the (vehicle-) liability insurance, as far as the passenger is not a consumer as defined in § 1 of the Consumer Protection Act.
9. The prescribed liability limitations also apply for damage caused by other persons accountable to KKG according to §1313a of the General Civil Act.

7 Subcontractors / Substitution

1. In the execution of the service to the contracting CUSTOMER KKG is eligible to task subcontractors by substitution. There are no additional cost or other changes in the contractual relation between KKG and the CUSTOMER compared to the order.

8 Privacy Policy

1. Upon order confirmation KKG stores and processes personal information provided by the CUSTOMER within the systems used by KKG for the duration of the contract execution. This period extends to the period of service provision and payment, as well as the deadlines for CUSTOMER claims out of the contract.
2. All information from which allow a direct or indirect link to the identity of the CUSTOMER are termed personal data. Examples are: name, address, e-mail address, date of birth, profession, account details, etc. At the time of contract confirmation some additional details about special arrangements (e.g. none smoking/smoking) are stored and processed.
3. The CUSTOMER may request KKG to correct, erase and/or lock the information stored at KKG. In such case all CUSTOMER claim options are deemed expired.
4. CUSTOMER privacy information (name, address) can be submitted to institutions, which are bound to protect CUSTOMER privacy according to respective law, for the purpose and duration of checking creditworthiness. KKG will notify this in the order together with order information.
5. For the purpose of preparing an offer KKG may submit the data submitted by the CUSTOMER in the request to partner companies, which may be subcontracted by KKG for provision of the service. Partner companies are committed to respect the Privacy Policy regulation.

6. Each assessment, processing and use of CUSTOMER information exceeding above mentioned aspects require the explicit agreement of the CUSTOMER. The CUSTOMER has the right to revoke the agreement for the future by sending an e-mail to office@airport-service-kaiser.at. On request we tell the CUSTOMER all about the personal information KKG stores in their systems and propagated to third party companies.

9 Miscellaneous

1. Agreement by KKG or changes to this contract **require confirmation in writing for each individual business case.**
2. For all cases where confirmation is required in writing it is sufficient to submit the signed document as e-mail attachment in PDF. PDF may also be signed by electronic means.
3. **Documents** addressed to the CUSTOMER are **sent** to the CUSTOMER either to the last provided land-mail address or the e-mail. The CUSTOMER is obliged to inform KKG about any change of address, failing to comply will result in the document being considered as being delivered.
4. Void or ineffective individual provisions of this GTC do not affect the applicability of the remaining provisions of the contract. In such case those conditions which are legally applicable remain valid and meet the intent of void and ineffective nearest.

10 Place of Performance / Competent Court

1. The place of performance for CUSTOMER obligations out of the contract remains the **KKG company site**, as far as no other agreements exist in writing.
2. Substantive Austrian law shall apply to all claims and disputes arising in connection with the concluded contract; provisions subject to UN purchasing law shall be waived without giving effect to its conflict of laws principle. The court competent for Vienna (Handelsgericht Wien) is determined as the exclusive **judicial venue**. The applicable court language is German.

11 Change Record

11.1 V1.7

1. Introduction of the section Change Record
2. Adaptation of §8 – Privacy Policy

11.2 V1.8

3. Correction of indemnity figures from the car insurance contract

11.3 V2.0

4. New bank account and change of address

11.4 V2.1

5. Update company logo
6. Add GLN in page 1 footer