

General Terms and Conditions (GTC) of Jäger Mobile GmbH, Version: 09/2025

This English version of the General Terms and Conditions is provided for information purposes only. Only the German version is legally binding and authoritative.

The legally binding German version is available at:
<https://www.jaeger-mobile.at/agb>

1. Scope of Application

1.1

These General Terms and Conditions ("GTC") shall apply to all business relationships, deliveries, rentals, services and other activities of Jäger Mobile GmbH (hereinafter "Jäger Mobile" or the "Company") towards entrepreneurs within the meaning of Section 1 of the Austrian Commercial Code (UGB) as well as towards legal entities under public law.

1.2

These GTC apply in particular to the following business sectors:

- Trading in motor vehicles,
- Brokerage of motor vehicles,
- Rental of vehicles,
- Long-term rental and fleet solutions,
- Fleet management,
- Procurement and purchasing management,
- Trading in cleaning products, cleaning chemicals, machinery, equipment and accessories,
- Rental of cleaning machinery and technical equipment,
- Trading in advertising materials,
- Procurement, logistics and management services,
- Other related commercial, brokerage and management services.

1.3

Conflicting or deviating terms and conditions of the contractual partner shall only apply if expressly acknowledged by Jäger Mobile in writing.

1.4

These GTC shall also apply to all future business relationships, even if not expressly referred to again.

2. Conclusion of Contract

2.1

All offers made by Jäger Mobile are subject to change and non-binding unless expressly designated as binding in writing.

2.2

Technical modifications, model changes, delivery possibilities, prior sale, price changes and errors remain expressly reserved.

2.3

A contract shall only come into existence upon:

- written order confirmation,
- actual delivery,
- handover,
- or provision of services

by Jäger Mobile.

2.4

There are no oral side agreements. Amendments or supplements must be made in writing.

3. Scope of Services

3.1

The specific scope of services shall arise in particular from:

- the respective contract,
- the order confirmation,
- individual agreements,
- framework agreements,
- orders,
- rental, leasing or usage agreements,
- ongoing business relationships,
- written approvals,
- or other documented agreements between the contractual parties.

3.2

Jäger Mobile shall be entitled to engage third parties, subcontractors, suppliers or cooperation partners for the provision of services.

3.3

Unless expressly agreed otherwise in writing, Jäger Mobile does not owe any specific economic success.

4. Prices, Validity of Prices and Indexation

4.1

All prices are net prices plus statutory VAT, duties, fees, transport, delivery, registration, insurance and ancillary costs.

4.2

Unless otherwise expressly agreed, offers remain valid for a maximum of 14 days from the date of issue.

4.3

Jäger Mobile shall be entitled to reasonably adjust prices if, after conclusion of the contract, the following cost factors in particular change:

- purchase prices,
- raw material prices,
- energy prices,
- transport costs,
- financing costs,
- interest rates,
- personnel costs,
- collective bargaining increases,
- exchange rates,
- insurance premiums,
- manufacturer prices,
- statutory duties or taxes.

4.4

In the case of continuing obligations, long-term rentals, fleet management, procurement or service agreements, all remuneration shall be subject to indexation.

Unless otherwise agreed, indexation shall be based on the Austrian Consumer Price Index 2020 (CPI 2020) published by Statistics Austria or any index replacing it.

The reference point shall be the index figure published for the month in which the contract was concluded.

4.5

Jäger Mobile shall be entitled to agree on alternative indexation models with individual contractual partners, including in particular:

- adjustments according to collective bargaining increases,
- adjustments according to industry-specific cost developments,
- adjustments according to building cleaning indices,
- adjustments according to manufacturer price lists,
- adjustments based on financing costs or reference interest rates,
- or other objectively justified parameters.

4.6

If financing costs, key interest rates, refinancing costs or leasing-related market interest rates increase significantly, Jäger Mobile shall be entitled to reasonably adjust ongoing

rental, leasing or usage fees, provided that the economic basis of the contractual relationship is materially affected.

5. Payment Terms

5.1

Unless otherwise agreed, invoices are due for payment within 7 days from the invoice date without deduction.

5.2

In the event of default in payment, default interest pursuant to Section 456 UGB shall apply.

5.3

In addition, the contractual partner shall reimburse all reminder, collection, legal and enforcement costs.

5.4

Jäger Mobile shall be entitled to require:

- advance payments,
- down payments,
- securities,
- deposits,
- bank guarantees,

or other collateral.

5.5

In the event of default in payment or deterioration of creditworthiness, Jäger Mobile shall be entitled to:

- suspend deliveries,
- discontinue services,
- declare outstanding claims immediately due,
- terminate contracts extraordinarily,
- or secure or repossess rental objects.

6. Retention of Title

6.1

Delivered goods, vehicles, machinery or other objects shall remain the property of Jäger Mobile until full payment of all claims has been received.

6.2

The contractual partner undertakes to disclose retention of title rights to third parties and to notify Jäger Mobile immediately of any third-party access.

7. Vehicle Trade

7.1

Delivery periods are non-binding unless a fixed delivery date has been expressly agreed in writing.

7.2

Used vehicles are sold taking into account their age, mileage and general condition.

7.3

Normal age-related or usage-related wear and tear shall not constitute a defect.

7.4

Technical modifications, model changes, deviations in equipment and manufacturer changes remain reserved.

7.5

The contractual partner is obliged to comply with all statutory registration, insurance and operating regulations.

8. Vehicle Rental / Long-Term Rental / Fleet Management

8.1

Rental objects may only be used by suitable and authorized persons holding a valid driving license.

8.2

The use for:

- racing events,
- motorsport purposes,
- driving trainings,
- commercial subletting,
- unlawful purposes,
- or improper use

is prohibited.

8.3

The contractual partner shall be liable for:

- all damages,
- administrative penalties,
- reductions in value,
- loss,
- improper use,
- excessive wear,
- misfuelling,
- or operating errors.

8.4

Agreed minimum terms for long-term rental, leasing or fleet management agreements shall be binding.

8.5

Early termination by the contractual partner shall only be permissible if expressly agreed in writing.

8.6

Jäger Mobile shall be entitled to terminate contracts with immediate

effect for good cause, in particular in the event of:

- default in payment,
- use contrary to contract,
- significant deterioration in creditworthiness,
- violation of statutory provisions,
- endangerment of the rental object.

9. Rental of Machinery and Equipment

9.1

The contractual partner undertakes to use the machinery properly, professionally and carefully.

9.2

Before commissioning, the contractual partner must ensure proper operation.

9.3

Damages resulting from:

- improper operation,
- overloading,
- insufficient maintenance,
- improper storage,
- or use of unsuitable operating materials

shall be borne exclusively by the contractual partner.

9.4

Normal wear parts may be invoiced separately.

10. Procurement Management and Procurement Services

10.1

Jäger Mobile provides procurement, purchasing, negotiation, coordination and management services as an independent entrepreneurial service provider.

10.2

Jäger Mobile does not guarantee the permanent market availability of specific products, suppliers or prices.

10.3

Delivery periods, availabilities and price developments depend, among other things, on:

- international supply chains,
- manufacturers,
- raw material markets,
- transport possibilities,
- exchange rates,
- and market conditions

10.4

Jäger Mobile shall be entitled to propose equivalent products or alternative suppliers if objectively justified.

11. Force Majeure

11.1

Events of force majeure shall release Jäger Mobile from its performance obligations for the duration and extent of such events.

11.2

Force majeure shall include in particular:

- natural disasters,
- war,
- strikes,
- energy shortages,
- supply chain disruptions,
- pandemics,
- governmental measures,
- cyberattacks,
- transport disruptions,
- or unforeseeable market disruptions.

12. Liability

12.1

Jäger Mobile shall only be liable for damages caused intentionally or by gross negligence.

12.2

Liability for slight negligence, loss of profit, indirect damages, consequential damages, production downtime or business interruptions shall be excluded to the extent permitted by law.

12.3

Liability shall be limited in amount to the respective order value.

12.4

Jäger Mobile assumes no liability for third-party services or products beyond the statutory warranty obligations.

13. Contract Duration and Termination

13.1

Continuing obligations shall automatically renew for the agreed contract term unless terminated in due time.

13.2

Unless otherwise agreed, a notice period of 3 months to the end of a month shall apply.

13.3

The right to extraordinary termination for good cause remains unaffected.

14. Data Protection, Credit Checks and Compliance

14.1

Jäger Mobile shall be entitled to conduct credit checks within the scope of statutory regulations.

14.2

The contractual partner undertakes to comply with all applicable:

- export regulations,
- sanctions regulations,
- anti-money laundering regulations,
- and other statutory compliance requirements.

15. Jurisdiction and Applicable Law

15.1

Austrian law shall apply exclusively, excluding the conflict of law provisions of private international law and the UN Convention on Contracts for the International Sale of Goods.

15.2

Exclusive place of jurisdiction for all disputes shall be Vienna, to the extent legally permissible.

16. Severability Clause

Should individual provisions of these GTC become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a provision shall be deemed agreed which comes closest to the economic purpose of the invalid provision.