

General Terms and Conditions (“GTC”) for OMV Cards and Mobility Services (“OMV Cards”)

(valid from July 1, 2024)

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1. Scope of the General Terms and Conditions (“GTC”)

These General Terms and Conditions (“GTC”) (as amended from time to time in accordance with clause 13.2) shall apply between OMV-International Services Ges.mbH, registered with the Commercial Court of Vienna, reg. no. FN 129377k, Trabrennstraße 6–8, 1020 Vienna (“OIS”) and OMV Downstream GmbH, registered with the Commercial Court of Vienna, reg. no. FN 185462p, Trabrennstraße 6–8, 1020 Vienna (“OMV”) on the one hand, and the customer (“Customer”) on the other.

By signing or submitting an application for the OMV Cards as well as procuring goods and services (e.g. electrical powered transportation, toll and vehicle services) (“Application”), the Customer confirms that they have read these GTC (in the version as amended pursuant to clause 13.2), recognizes them as binding, and consents to the same. Upon (express or implied) acceptance of the Application by OMV and OIS, a contract governing the use of the OMV Cards and services comes into effect between the Customer (“Customer”) accepted in this way, OMV, and OIS (collectively the “Parties” and individually the “Party”) pursuant to the Application and these GTC (“Contract”). Any terms and conditions from the Customer shall not apply unless these are expressly accepted by OMV and OIS in writing. This version supersedes all earlier versions of the GTC.

The current version of these GTC can be downloaded at <https://www.omv.at/de-at/businessloesungen/tankkarten>.

2. ROUTEX Network

OMV-International Services Ges.mbH, Trabrennstraße 6–8, 1020 Vienna (“OIS”), is a member of the ROUTEX Network (“ROUTEX Network”), which was formed by several oil companies that operate filling stations in Europe (“ROUTEX Partners”). The objective of the ROUTEX Network is to enable the card customers of the ROUTEX partners to purchase certain goods and services in association with the use of vehicles at participating filling stations and other Acceptance Points in Europe. In Austria, the OMV Card with ROUTEX Function is jointly issued by OIS and OMV.

3. Delivery of Goods and Services

- 3.1. The OMV Card entitles the Customer to purchase certain goods and services (i) at Acceptance Points (these are OMV, Avanti, and DISKONT filling stations in Austria as well as Acceptance Points with the “ROUTEX” trademark, the OMV Card logo and/or the EuroTruck logo), (ii) on certain online platforms which are made known to the Customer by OMV, and (iii) at e-charging stations listed at www.omv.at/omv-card (“Acceptance Points”).
- 3.2. Goods and services purchased by the Customer with the OMV Card at Acceptance Points in Austria are sold to the Customer in the name and for the account of OMV. Goods and services purchased by the Customer with the OMV Card at Acceptance Points outside Austria are sold to the Customer in the name and for the account of OIS, unless otherwise provided for in clause 3.3.
- 3.3. In certain countries (currently Andorra, Bosnia and Herzegovina, Gibraltar, Greece, Moldova, Montenegro, Serbia, and Turkey, and Italy only for services), a direct legal transaction between the Customer and the operator of the Acceptance Point (as provider of goods and services) is required. Goods and services (and in the case of Italy, only services) that are purchased by the Customer with the OMV Card at Acceptance Points in these countries are sold directly to the Customer in the name and for the account of the operator of the respective Acceptance Points. Invoices for the goods and services purchased there shall be issued by the operator of the Acceptance Points and handed over to the Cardholder at the Acceptance Point. OIS and OMV act as debt collectors for the providers of these goods and services.

- 3.4. Goods and services shall be deemed accepted and transactions approved by the Customer as follows: (i) for transactions on internet platforms, after entry of the OMV Card number and the required authentication code or password depending on the website; (ii) when charging at e-charging stations, after initiating a transaction via the NFC function of the OMV Card and/or after entry of the PIN for the OMV Card at the card terminal and/or by using mobile payment app provided by OMV for the purpose of payment authorization (iii) in all other cases after entry of the PIN for the OMV Card at the card terminal (as defined in clause 5.2) and/or by using mobile payment app provided by OMV for the purpose of payment authorization and/or, upon request, after the Cardholder has signed the delivery note presented by the operator of the Acceptance Point (or in the case of clause 3.3 the invoice). If requested, the Cardholder shall sign a copy of the delivery note (or the invoice).
- 3.5. OMV and OIS reserve the right to adjust the availability of, suspend or discontinue certain goods and services and to change the number of Acceptance Points at any time. OMV/OIS will endeavor to inform the Customer of such changes in good time.
- 3.6. Goods that are sold in the name and for the account of OMV/OIS shall remain the property of OMV/OIS until all receivables of OMV/OIS for the goods provided (incl. interest and any fees) have been paid in full.

4. Prices, Settlement of Accounts, and Payment

- 4.1. The Customer shall pay the prices and fees applicable at the time of a transaction, which are displayed at the Acceptance Point or otherwise communicated to the Customer, in particular via the OMV online customer service platform ("Online Platform"). OMV shall inform the Customer pursuant to clause 13.2 of changes to the pricing model (e.g., prices at the fuel pump or list prices) and/or discounts in advance.
- 4.2. In addition to the prices and fees payable pursuant to clause 4.1, the Customer shall pay the applicable surcharges and fees for additional services (e.g., for issuing the OMV Card, use of the Online Platform, the provision of paper invoices, and so on) in accordance with the applicable OMV Cards and Mobility Service Price List. OMV shall inform the Customer pursuant to clause 13.2 of any changes to the service fees in advance.
- 4.3. The Customer is obliged to pay any applicable taxes, duties, and levies. Value added tax ("VAT") shall be charged in accordance with the legal provisions of the country in which goods or services are deemed to have been provided. If the Customer would like to be classified as taxable dealer in terms of Article 38 VAT Directive 2006/112/EC, Customer must inform OMV upfront and provide written confirmation that he is indeed a taxable dealer.
- 4.4. The Customer shall receive invoices at the agreed intervals as follows: goods and services that the Customer purchases with the OMV Card at Acceptance Points in Austria shall be invoiced by OMV to the Customer in euros pursuant to clause 3.2. Goods and services that are purchased by the Customer at Acceptance Points outside Austria shall be invoiced in the local currency (i) pursuant to clause 3.2 by OIS or (ii) pursuant to clause 3.3 by the operator of the relevant Acceptance Point. The total amount due (in euros) shall be invoiced to the Customer electronically in a summary statement of account including all relevant invoices and direct debits. OMV/OIS shall be entitled to include transactions made in previous periods but which have not been invoiced in the summary statement of account.

For the purpose of preparing the summary statement of account in euros, the respective currency shall be converted to euros (where necessary) (at the sole discretion of OMV/OIS) at the reference rate published by the European Central Bank or a comparable institution (https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html). The relevant day is the day on which the transaction is received in the OIS system. The exchange rate of the previous day is used for the currency conversion. If no euro reference rate is available for a particular day, the last available rate before that day will be used for the conversion.

- 4.5. By signing or submitting an application, the Customer expressly consents to receive invoices in electronic form only insofar as this is permissible under applicable law. The original invoice will either be sent to the Customer via e-mail or be available to the Customer for download in the protected customer area for a period of twelve (12) months. Access to electronic invoices via the Online Platform is free of charge. If a Customer would like to receive electronic invoices by e-mail, they shall inform OMV via the Online Platform or per e-mail and provide the e-mail address to which the electronic invoices should be sent. The Customer shall be informed per e-mail when the electronic invoices are available for download on the Online Platform. The Customer is responsible for promptly downloading and storing the electronic invoices. Notwithstanding the provisions above, OMV and OIS shall be entitled to send the Customer invoices and invoice supplements in paper form.
- 4.6. Provided that nothing to the contrary has been agreed in writing, all payments by the Customer to OMV and OIS shall be made in euros in the full amount and without deductions to an OMV or OIS bank account and as a direct debit in accordance with the direct debit form completed by the Customer when filling in the application (or subsequently forwarded by the Customer to OMV/OIS); the direct debit shall not be made before the date on the summary statement of account or invoice.
- 4.7. The Customer shall inform OMV within five (5) days of receiving an invoice or summary statement of account of any errors or irregularities (e.g., with respect to the customer information listed in clause 13.1) and shall indemnify and release OMV and OIS from liability in respect of any damage, cost and expense incurred for OMV and OIS as a result of failure to fulfil this obligation on the part of the Customer (in particular late payment of fines or penalties). Objections to the invoiced amount shall be submitted in writing to OMV within two (2) weeks of the invoice date, failing which the invoiced amount shall be deemed to have been accepted by the Customer.
- 4.8. If the Customer defaults on their payment obligations to OMV/OIS in full or in part or fails to pay on time (e.g., a direct debit cannot be executed due to insufficient funds in the Customer's account), OMV/OIS shall be entitled to block the Customer's OMV Cards at any time and without advance notification (see clause 6.2).
- 4.9. The Customer shall pay default interest at 8 percentage points above the base rate of the Austrian National Bank per annum as from the due date up to and including the date of payment and reimburse OMV and OIS for all damage, cost, and expense incurred by OMV or OIS as a result of the default in payment by the Customer or otherwise incurred in connection with the default in payment by the Customer (incl. appropriate extrajudicial debt collection such as internal costs of reminders, debt collection agency fees, lawyers' fees, and credit rating information costs). Notwithstanding previously agreed due dates and terms of payment (incl. previous agreements regarding instalments or deferral of payment), the Customer shall in such cases pay the entire amount due to OMV and OIS without delay (immediate maturity).

- 4.10. **Cash deposit:** For cash deposits to be provided by the Customer to OMV and OIS as security, if any, it is agreed as follows: Customer shall transfer the agreed amount irrevocably and interest-free as a cash deposit for all receivables of OMV and OIS against the Customer, in particular receivables for the delivery of goods and the provision of services, claims for damages, etc. onto the notified account of OMV or OIS. OMV and OIS are entitled to settle any joint or individual claims by netting the amount against the cash deposit. The cash deposit shall be retained by OMV and OIS as long as receivables are unpaid, but at least for the Customer's contract period plus 3 months.

5. Use of the OMV Cards

- 5.1. OMV Cards are non-transferable and shall only be used by the Customer or by employees, directors, managers, and other representatives authorized by the Customer ("Cardholders"). By signing and submitting an application, the Customer confirms that they shall use OMV Cards only in connection with their business (and shall only allow use of the same in connection with their business). The Customer shall inform OMV immediately if they are no longer operating as an entrepreneur ("Unternehmer") or as a business undertaking ("Unternehmen") pursuant to the Austrian Commercial Code ("Unternehmensgesetzbuch"). In the case of a vehicle-related OMV card, Cardholders can also be several natural persons.

- 5.2. Each Customer's OMV Card is assigned a personal identification number (PIN). The PIN can be randomly generated or defined by the Customer as a "Wish PIN" in the web-based customer portal. The "Wish PIN" can be defined by the Customer either as a company PIN for all the Customer's OMV Cards or individually for each OMV Card. In the case of a randomly generated PIN, OMV will inform the Customer of this in a separate letter when the OMV Card is sent. A "Wish PIN" defined by the Customer will not be announced separately to the Customer. There is no separate notification when sending replacement or follow-up cards.

If the Customer so requests, the name of the Cardholder who is authorized to use the OMV Card, or the registration number of the vehicle for which the OMV Card may be used, can be inscribed on the OMV Card. OMV and OIS can, at their own discretion, offer other ways of personalizing cards. The Customer shall procure that (a) their OMV Cards are used and stored securely, (b) the back of OMV Cards bearing the name of the Cardholder is signed by the respective Cardholder immediately, (c) PINs are stored safely and separately from the respective OMV Card and are only given to authorized Cardholders, (d) all of the other required measures are taken to prevent unauthorized parties from gaining access to the OMV Cards and/or the PINs, and (e) employees, directors, managers, and other representatives who are not or are no longer authorized to use an OMV Card no longer do so.

- 5.3. The Customer shall be liable for any fraudulent or unauthorized use of the OMV Cards (incl. cases where the OMV Card or the PIN is passed on to third parties in violation of these GTCs) and shall indemnify and hold OMV and OIS harmless against all damages, costs, and expenses resulting from such use. If there is a risk that an OMV Card could be used fraudulently or in an unauthorized manner (incl. in the event of loss or theft of the OMV Card), the Customer shall immediately (i) block the OMV Card via the Online Platform or (ii) inform the OMV Card Customer Support thereof by phone, followed by confirmation (incl. of the respective OMV Card number) by e-mail. Every theft or misuse is to be reported to the police by the Customer and/or their representatives without delay. The customer shall undertake to provide OMV with a copy of the police report. The Customer shall not be held liable for any fraudulent or unauthorized use of an OMV Card which occurs more than 24 hours after a respective notification was received by the OMV Card Customer Support department or after the respective OMV Card was blocked via the Online Platform.

- 5.4. "Credit Limit" ("CR") shall mean the maximum total value of goods and services that the Customer is entitled to purchase on open account with OMV Cards.

OMV/OIS shall be entitled to unilaterally change the CR at any time if (i) the Customer fails to make prompt and full payment; (ii) in OMV's or OIS' reasonable estimation prompt and full payment is no longer assured; (iii) the coverage by credit insurance ceases to apply; or (iv) the Customer fails to provide or renew sufficient security, as agreed. Any change to the CR shall apply with immediate effect; OMV/OIS will make all reasonable efforts to inform the Customer of such a change in advance and, in any case, within a grace period of five (5) calendar days from such change taking effect. If the Customer exceeds the CR, OMV and OIS shall be entitled to undertake all appropriate measures (incl. shorter invoicing periods or payment terms and the request of additional securities). Furthermore, OMV/OIS shall be entitled to block the Customer's OMV Cards with immediate effect (see clause 6.2).

The Customer shall undertake to remain apprised of the current status of their CR via OMV Customer Service or via the protected customer area of the OMV Online Platform. OMV/OIS shall not be liable for any loss and/or damage suffered by the Customer or third parties as a result of such change of the CR.

- 5.5. In order to prevent unauthorized or fraudulent use of OMV Cards, the operators and staff of Acceptance Points shall be entitled (but not obliged) to verify the legitimacy of OMV Card users and to confiscate the OMV Cards and refuse the delivery of goods and services if (i) an OMV Card has been blocked or has expired or (ii) in their reasonable estimation, the legitimacy of the Cardholders of an OMV Card is questionable. OMV and OIS shall assume no liability vis-à-vis the Customer in respect of the (non-)performance of such verification or confiscation by the operator of the Acceptance Point or their staff.

- 5.6. The OMV Card shall remain the property of OMV/OIS.

6. Validity of the OMV Cards and Termination of the Contract

- 6.1. Subject to clause 6.2, OMV Cards are valid up to and including the last day of the calendar month printed on the front of the Card. The Customer shall receive a new OMV Card automatically before the expiry date if (i) the expired Card was used at least once in the six (6) months prior to the expiry date and (ii) the Contract has not been terminated by OMV/OIS or by the Customer in accordance with these GTC. The terms of the Contract shall remain unaffected by the issue of a new OMV Card.
- 6.2. OMV/OIS shall be entitled to suspend or refuse any further delivery of goods and provision of services and to block a Customer's OMV Cards if: (i) the Customer has exceeded the CR, (ii) in OMV's or OIS' reasonable estimation, the prompt and full payment by the Customer is no longer guaranteed, (iii) there are indications of unauthorized or fraudulent use of the OMV Card (incl. the case of unusual transaction patterns or changes in the manner or extent of use of the OMV Card), (iv) the OMV Card is confiscated pursuant to clause 5.5, (v) the vehicle whose registration number is displayed on the respective OMV Card is sold, otherwise dispensed with or is no longer used by the Customer, or (vi) the contract is terminated pursuant to clause 6.3. In cases (i) to (vi), OMV/OIS shall be entitled to block the relevant OMV Cards with immediate effect without advance notification of the Customer. The Customer shall inform the OMV Card Customer Support by telephone without delay and then by e-mail if cases (iii) to (vi) occur, failing which the Customer shall indemnify and release OMV and OIS from liability in respect of any damage, cost, and expense resulting from non-fulfilment of this obligation. The Customer shall refrain from using the OMV Card in all of the above-mentioned cases and shall ensure that all Cardholders do the same.
- 6.3. Each party may terminate the Contract with effect as of the end of any calendar month by giving one (1) month's prior notice. Furthermore, each party may terminate the Contract at any time with immediate effect for cause. Cause for termination by OMV/OIS include, but not limited to, default of payment despite granting a grace period (the latter is not required if the Customer has refused payment or it can be reasonably assumed that payment will not be made despite being granted a grace period), exceeding the Credit Limit and any kind of misuse of the OMV Card.

7. Use of the OMV E-Mobility Card for Charging Electric Vehicles

- 7.1. The OMV E-Mobility Card enables the Customer to charge an electric vehicle at all available and public charging stations of OMV and/or independent third-party e-charging Acceptance Points. The OMV E-Mobility Card contains all functionalities of an OMV Card with ROUTEX function.
- 7.2. By applying for the OMV E-Mobility card – online or by e-mail – the Customer accepts the exclusive validity of the GTC. Deviating conditions are only binding insofar as OMV/OIS recognizes them in writing in individual cases. OMV/OIS accepts the application for new customers in accordance with clause 1 of the GTC by sending the access data (user name and steps to be followed to complete the enrolment process) to the Online Platform and, for customers who are already contractual partners with regard to the use of an OMV Card, by sending the OMV E-Mobility Card. When ordering OMV E-Mobility Card online or via e-mail – if it is not specified otherwise by the Customer – the standard tariff applies in accordance with the most recent OMV Cards and Mobility Service Price List.
- 7.3. Information regarding the location, availability, opening hours, and charging speed of e-charging Acceptance Points as well as a charging guide are available at www.omv.at/omv-card. Information provided at www.omv.at/omv-card is non-binding and OMV/OIS assume no liability for the completeness and correctness of the provided information.
- 7.4. The OMV E-Mobility Card can only be used at certain e-charging Acceptance Points. It is not possible for the Customer to restrict the use of the OMV E-Mobility Card to certain e-charging Acceptance Points or to e-charging Acceptance Points in certain countries or regions.
- 7.5. e-charging Acceptance Points can be activated and e-charging transactions can be approved by holding an OMV E-Mobility Card near the terminal of the charging station and/or after entry of the PIN at the card terminal (as defined in clause 5.2).
- 7.6. Taking electricity from e-charging Acceptance Points for purposes other than charging an electric vehicle is not permitted. In particular, the Customer is obliged to indemnify OMV/OIS from any third-party claims arising from misuse of the OMV E-Mobility Card and to compensate OMV/OIS for any further damage caused by misuse of the OMV E-Mobility Card.
- 7.7. The contract for the purchase of electricity from e-charging Acceptance Points is concluded between the Customer and OMV/OIS at the e-mobility tariffs applicable for the respective e-charging Acceptance Point at the time of the charging process. The service partner is responsible for the safety and proper functioning of the respective e-charging Acceptance Points and the tools required for charging, in accordance with current legislation.

OMV/OIS is not liable for defects in the e-charging Acceptance Points of the service partner and/or the equipment used for charging or for damage that occurs during the charging process.

The Customer shall comply with the charging rules of the service partner.

The Customer is obliged to obtain the most recent version of the charging instructions from the service partner.
- 7.8. OMV/OIS assumes no liability for culpable conduct on the part of the service partner, particularly errors in data transmission. Incorrect data transmission by the service partner does not release the Customer from their payment obligations toward OMV/OIS.
- 7.9. In addition to the prices and fees due pursuant to clause 4.1, the Customer shall pay the applicable surcharges and fees for additional services in accordance with the most recent OMV Cards and Mobility Service Price List.

OMV shall inform the Customer pursuant to clause 13.2 of any changes to the service fees in advance. The OMV Cards and Mobility Service Price List in the version valid for the business relationship can be requested from OMV/OIS free of charge by the Customer at any time.
- 7.10. OMV/OIS can prohibit the Customer from using the OMV E-Mobility Card in full or in part for this service if the Customer does not fulfill their contractual obligations.

8. Terms of Use for Filling with LNG at OMV Filling Stations with the OMV Card with ROUTEX Function

The OMV Card enables the Customer to fill their vehicle with LNG at OMV locations. LNG heavy goods vehicles only shall be filled. OMV shall be entitled to refuse individual drivers admission to the filling station in the future and to end the filling process remotely if considered necessary for safety reasons in the event of repeated violation of the filling rules, damage to the equipment or if the safety of the equipment and users is at risk.

The Customer shall comply with the following filling rules:

- i. The Road Traffic and Parking Regulations as well as all locally communicated rules and prohibitions and rules for use shall be complied with.
- ii. After filling, the driver shall leave the filling station without delay and vacate the filling space for the next vehicles.
- iii. The filling station and equipment shall not be used for any other than their intended purpose.
- iv. The Customer shall ensure that the drivers of LNG vehicles are instructed by a qualified person in the safe use of filling equipment. This instruction shall be documented in writing and forwarded to OMV before the first filling process. OMV shall provide suitable training material to this end (manual, video, as well as pictograms at the filling station).
- v. The filling instructions (described in detail in pictograms at the filling station) shall be observed; in particular, the protective clothing required for filling shall be used without exception (visor, gloves, long pants, closed footwear). The hotline provided at the filling station will help with any questions on the technical operation.
- vi. The equipment provided at the filling station (e.g., nozzles, hoses, compressed air) shall only be used for the intended purpose and with care, and the equipment or components thereof shall not be damaged.
- vii. The Customer shall indemnify and release OMV from liability in respect of drivers who have not received instruction in operating the filling station. This shall apply, in particular, to the handling of the fuel hoses and the LNG dispenser, which shall be handled with care and in accordance with the filling instructions (without excessive force when frozen, drying before the filling process, etc.). Any interference with the equipment provided by OMV is not permitted. OMV shall not accept liability for damage caused by the improper, incorrect but also negligent use of the installations provided and devices on the part of the user.

9. Use of the OMV Cards to compensate CO₂ Emissions

The OMV Cards enable the Customer to compensate CO₂ emissions. The Customer shall provide OMV/OIS with the required form for all the documents and information necessary for compensating CO₂ emissions. OMV/OIS shall charge fees and service charges for this service in accordance with the applicable OMV Cards and Mobility Service Price List. The fees and service charges that OMV/OIS compensate for the CO₂ emissions can be adjusted unilaterally by OMV/OIS through written notification at any time. In the event of an adjustment of the subscription for the CO₂ balance, the Customer shall have the right to terminate this additional service in writing by observing a notice period of one month to the last day of the month. The Customer shall also have this right to termination irrespective of a unilateral adjustment. The termination of this additional service shall not affect the remainder of the Card agreement; this shall continue to be effective. The CO₂ emissions balance is intended solely for the Customer's commercial use. The sale or transfer of the information and images on the climate protection projects procured with the certificate for payment is not permitted. These shall only be used for the Customer's own marketing purposes. The Customer shall indemnify and release OMV/OIS from liability in the event of violation.

10. Use of OMV's Online Platform

- 10.1. The Customer shall be granted access to the Online Platform that can be used by OMV/OIS among others to send price information and other notifications, invoices, and summary statements of account to the Customer. OMV and OIS reserve the right to change, suspend or discontinue the availability of the Online Platform at any time and without notice; OMV/OIS will make all reasonable efforts to inform the Customer in time. Access to price information, notifications, invoices, and summary statements of account via the Online Platform shall be free of charge. A service fee can be charged for access to other functions of the Online Platform.
- 10.2. Access to the Online Platform shall be by means of a username and password. Every user who accesses the Online Platform by entering their username and the correct password shall be considered as authorized by the Customer to access this session and/or all of the measures executed on the Online Platform. Clause 5.2, last sentence, shall apply analogously to the Customer's login information and their access to the Online Platform. The Customer shall be liable for any use of the Online Platform that is in breach of the contract or is otherwise fraudulent or unauthorized and shall indemnify and release OMV and OIS from liability in respect of any damage, cost and, expense incurred through such use.

11. Post-Pay Toll Processing

Definitions:

- “Devices” refers to technical equipment for toll payment purposes such as the EETS on-board unit (OBU), Go Box, and the like.
- “Device provider” refers to the company with which the Customer concludes a contract and places orders to obtain a device (i.e., OMV/OIS is a device provider in the case of OMV SmartToll Europe, Telepass Low-End, Telepass EU, TIS-PL Liber-t devices; the Go-Box is provided by ASFINAG).
- “Original supplier of devices/service partners” refers to tolltickets GmbH in the case of OMV SmartToll Europe, Telepass Low-End, Telepass EU, TIS-PL, and Liber-t devices. For other devices, the original supplier of devices is the device provider.
- “Toll Operators” refers to the entities responsible for the operation of the toll collection system of road/motorway networks. OMV/OIS offers customers the opportunity to pay toll fees in Austria and other countries in the Post-Pay mode with the OMV Card. The Customer confirms and declares that they shall pay OMV/OIS all OMV/OIS accounts receivable from the Customer, in particular (but not exclusively) from payments that were made using the OMV Card and/or devices and charged to the Customer, including toll transactions, fees, etc.

The devices shall be provided by OMV/OIS or their service partners or by the toll operator. The Customer shall fulfill the obligation to install and use the devices in accordance with the conditions set by the device providers. With regard to the rules of conduct in the different toll networks, the Customer shall observe the terms and conditions and other agreements with the toll operator of the networks.

OMV/OIS shall charge fees and service charges for this service in accordance with the most recent OMV Cards and Mobility Service Price List. The Customer shall immediately notify the device provider of the loss, theft or damage to any of the devices by providing the registration number of the affected vehicle and, if requested by OMV, send a copy of the police report to OMV. The Customer shall bear the cost of the loss, theft or damage to these devices. The obligation of the Customer to promptly pay the card statement shall remain unaffected in this context. Invoicing for all goods and services purchased with the OMV Card shall start in the month following acceptance by OMV/OIS. The Customer shall direct all complaints and requests for information on charged toll fees to the device operator. The Customer shall provide OMV/OIS with all of the necessary toll registration documents for tolls. The Customer shall confirm the accuracy of the data provided and shall assume full liability for any discrepancies and criminal transactions. The Customer shall inform the OMV/OIS/toll operator in writing without delay of any changes in the contact or vehicle data (in particular, registration number and EURO emission class). Clause 5.4. (“Credit Limit”) shall apply in full. If the limit is exceeded, OMV/OIS shall be entitled to block the OMV Cards (6.2) with immediate effect without further notification. From the time when the OMV Card is blocked, OMV reserves the right to block or deactivate the Customer’s devices. The Customer acknowledges that blocked devices cannot be used to pay tolls and shall accept the liability of any consequences of such non-compliance (incl. penalties from the toll operator or the authorities). In the case of devices that are not provided by OMV/OIS, the Customer can contact the device provider to change the method of payment. The Customer acknowledges that the devices received are activated and that the Customer shall be responsible for all transactions from when the devices are received as well as for correct installation in the vehicle.

The Customer is responsible for any double toll transactions with other devices that are in the vehicle at the same time and shall ensure that any other devices are correctly switched off (depending on the manufacturer’s instructions) or removed from the vehicle. In the event that the contract is terminated, the devices provided by OMV/OIS shall be returned by post to the original supplier of the device within two weeks at the Customer’s expense. If requested by OMV/OIS, the Customer shall present evidence that the devices have been returned. In the case of other devices, the Customer shall either return the device to the device provider in compliance with the terms and conditions of the device provider (e.g., with regard to deadline and type of return) or implement a change of payment method with the device provider.

12. Card Issuer’s Liability and Exclusion of Warranty

- 12.1. OMV and OIS shall be liable only for the proper delivery of goods and services if and to the extent that these goods and services are sold to the Customer in the name and for the account of OMV and OIS pursuant to clause 3.2; the liability of OMV and OIS shall be excluded in the event of slight negligence in any case.
- 12.2. Except for the provision set forth in clause 12.1, the liability of OMV and OIS shall be excluded to the greatest extent permitted by law. OMV and OIS shall thus accept no liability and shall offer no (express or implied) warranty for goods and services, the sale of which is, pursuant to clause 3.3, in the name and for the account of the operator of the Acceptance Point; OMV or OIS shall act only as debt collectors. In particular, OMV and OIS shall not be liable for the Customer’s ability to obtain a refund of, or claim as pre-tax, any value added tax or excise duty or comparable tax levied on goods and services purchased directly from the operator of an Acceptance Point. With the exception of the cases mentioned in clause 12.1, all complaints, disputes and claims in connection with the provision of goods and services shall be resolved directly with the operator of the Acceptance Point. The obligation of the Customer to pay all of the amounts charged in invoices or summary account statements shall remain unaffected by any complaints, disputes, and claims made by the Customer.
- 12.3. Neither these GTC nor any provisions of the Contract shall constitute a joint and several liability of OMV and OIS, and such a joint and several liability of OMV and OIS in connection with claims pursuant to or associated with the Contract shall be expressly excluded.
- 12.4. Any liability of OMV and OIS for (direct or indirect) damage or loss that the Customer incurs (i) in connection with the refusal to (or continue to) provide goods or services pursuant to these GTC by OMV and OIS, (ii) due to or in connection with the confiscation, the blocking or the revocation of the OMV Cards pursuant to these GTC or (iii) through the failure of a Acceptance Point to accept or recognize the OMV Card (for whatever reason) shall be excluded to the greatest extent permitted by law.

13. Miscellaneous

- 13.1. The Customer confirms that the data they have provided is correct. The Customer shall bear sole responsibility for any damage resulting from incorrect data. The Customer shall inform OMV immediately of changes to their customer data (incl. company name, VAT ID number, registration data, business address, e-mail addresses, bank data, and other data which are important for the proper invoicing) as well as changes that can affect the financial situation of the Customer. If a customer-related change results in the transfer of the OMV Card to another legal entity, the prior written consent of OMV and OIS shall be required in order for the legal successor to continue using the OMV Card, which shall be granted under the condition that the Customer transfer all of the obligations from the contract to the legal successor and impose the same on them.
- 13.2. OMV/OIS reserve the right to unilaterally change the Contract (incl. these GTC and the agreed fees and charges) at any time. Any such change shall be considered to have the consent of the Customer if the Customer does not object to the same by registered post to OMV and OIS within one month of receiving the relevant notification. The notification to the Customer shall include a reference to the above-mentioned effect of deemed acceptance. In the event of an objection, the Contract shall be deemed terminated if an agreement cannot be reached between the Parties within one (1) month of receipt of the objection by OMV and OIS.
- 13.3. Unless otherwise specified in these GTC, all changes and amendments to the Contract as well as declarations and notifications formulated in connection with the Contract shall be in writing or in DocuSign or a similar electronic signature platform. In the latter case, the electronic signature shall be deemed to be given with the intention to be bound by the document so signed as if it had been signed personally, by hand (unconditional intent to be legally bound). Declarations and notices in connection with the Contract must be sent by registered mail if made in written form provided, however, that OMV/OIS may also make declarations and give notices in connection with the Contract by e-mail or through the Online Platform.
- 13.4. OMV may, in connection with the Contract, act (and in particular give and receive legal declarations and notices) in the name, for the account and on behalf of OIS, and vice versa.
- 13.5. If any individual provision of these GTC is or becomes ineffective in law, the effectiveness of the remaining provisions shall not be affected thereby. The ineffective provision shall be replaced by a legally effective provision that comes as close as possible to the intended economic effect of the ineffective provision.
- 13.6. OMV and OIS are entitled to transfer or assign some or all of their rights, obligations, claims, and receivables arising out of or in connection with the Contract to another OMV Group company, and the Customer expressly consents to such transfer and assignment. The transfer and assignment of rights, obligations, claims and receivables by the Customer shall be excluded to the extent permitted by law, unless OMV or OIS have expressly agreed to it in writing in advance. "OMV Group" shall mean OMV Aktiengesellschaft and all companies in which OMV Aktiengesellschaft holds a direct or indirect participating interest.
- 13.7. The place of performance for the provision of all goods and services that the Customer purchases shall be the respective Point of Acceptance. For goods and services purchased via internet platforms, the place specified in the GTC of the respective service provider shall be the place of performance. All legal relationships between the Customer and OMV and OIS with regard to the OMV Card shall be governed exclusively by Austrian law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and the conflict-of-laws rules.
- 13.8. Any dispute arising out of or in connection with the Contract, incl. in relation to its validity and termination, shall be referred exclusively to the competent courts of Vienna, Inner City, Austria. However, OMV and OIS shall also be entitled to bring action against the Customer at the court having jurisdiction at its residence, place of business, or any other admissible legal venue.
- 13.9. The Customer shall, for the duration of the contractual relationship with OMV/OIS, undertake to handle their individual contractual terms such as prices, service fees, and transaction data in strict confidence ("confidential information"), unless such information is publicly known or they are obliged to disclose it due to mandatory laws or mandatory official or court orders. The Customer shall not disclose the confidential information to third parties or utilize it for commercial purposes without the approval of OMV/OIS. In the event that a Customer violates their confidentiality obligations, OMV/OIS reserves the right to claim any resulting damages in a court of law.