



ASSISTANCE

“24/7 TRUCK ASSISTANCE”

(Pay Per Use)

Product Information and Registration

24/7 GmbH

Vogelweiderstraße 63
5020 Salzburg, AUSTRIA

+43 5 050 247 365 024
sales@24seven-assistance.com



PRODUCT INFORMATION / PRICING (all prices excl. VAT)

| 24/7 TRUCK ASSISTANCE | |
|--|--|
| ANNUAL FEE (per company/fleet) | € 199,-- |
| INTERNATIONAL CASE MANAGEMENT FEE | € 95,-- / case |
| REDUCED CASE MANAGEMENT FEE (call taking in GERMAN or ENGLISH only) | € 75,--/ case |
| TYRE RELATED ASSISTANCE | Invoicing according actual 24/7 fixed price list |
| TECHNICAL ASSISTANCE/ WORKSHOP REPAIR/ TOWAGE/ OTHER SERVICES | Provider's costs will be invoiced 1:1 (copy of provider's invoice will be attached for transparency) |
| | Special option selectable for Germany only: invoicing according actual 24/7 fixed price list |

ASSISTANCE CARD

Truck Assistance customers have an option to get **24/7 Assistance Cards** with included prepaid function. This is to be used in combination with a Truck Assistance membership only



One-Time Fee: € 30.- per card (card validation 3 years)
 Costs per charge of the card: € 10.- charging-fee
 4% of the final used amount



CASE MANAGEMENT FEE

In general the management fee for Truck Assistance is valid for breakdown cases up to € 1.500,--

In cases where the invoice amount exceeds €1.500.- EUR per case, the following fees will apply:

- Amounts € 1.500.- to € 3.000,-- → Case management fee + € 30,--
- Amounts > € 3.000.-- → Case management fee = 5% of the invoice amount

METHODS OF PAYMENT

Payment by invoice

Payment within 10 days (*possible after internal review only*)

SEPA

Direct debit for 24/7 GmbH

Payment by VPT-Link

Virtual Payment Terminal (e.g.: Mastercard, Visa, EPS, Instant-transfer, Trustpay etc.)

Payment with Fuel Card

Attention: Please note that fuel card issuer's costs for invoicing by fuel cards is possible!

COMPLAINTS

- Complaints must be registered within 15 days after invoice receipt
- Complaints must be registered in written form to complaints@24seven-assistance.com
- 24/7 GmbH will reply within 5 working days latest
- In cases where complaints are justified, an applicable credit note will be issued
- Payments are irrespective of any complaint, at all times



REGISTRATION

| CONTRACT OPTIONS | | Please select "X" |
|--|--|-------------------|
| INTERNATIONAL CASE MANAGEMENT € 95,-- | | standard |
| REDUCED CASE MANAGEMENT € 75,-- (CALL TAKING IN GERMAN OR ENGLISH ONLY) | | |
| FIXED PRICES IN GERMANY FOR TECHNICAL ASSISTANCE/ REPAIR/ TOWAGE | | |
| ASSISTANCE CARD(S) NEEDED | | |

| OPTION TRUCK ASSISTANCE CARD | |
|-------------------------------------|--|
| Number of cards needed → | |

| AUTHORIZED PERSONS FOR UPLOADING ASSISTANCE CARDS |
|--|
| |
| |
| |

| FLEET MANAGEMENT | |
|--|--|
| Number of Trucks + Brands | |
| Number of Trailers + Brands | |
| Other Assistance Contracts (tires, etc.) | |
| Home dealer | |
| Fuel Cards | |



CONTACTS

| CONTACTS 24/7 GMBH | |
|---|--|
| Company Name | 24/7 GmbH |
| Address | Vogelweiderstraße 63 |
| ZIP, Town | 5020, Salzburg |
| VAT Registration Number | ATU 77319947 |
| Management | Jarno Bor, Dirk Fröhlich |
| Account Details | Oberbank Bad Aussee, IBAN: AT 97 1500 0008 4109 3610 BIC: OBKLAT2L |
| Phone 0-24h | +43 505 024 7 365 024 |
| E-Mail for 24/7 Service Centre | assistance@24seven-assistance.com |
| E-Mail for invoicing | invoice@24seven-assistance.com |
| E-Mail for general information/ inquires | sales@24seven-assistance.com |
| E-Mail for complaints | complaints@24seven-assistance.com |

| CONTACTS CUSTOMER (to be completed) | |
|-------------------------------------|-------------|
| Company Name | |
| Address | |
| ZIP Code, Town | |
| Nation | |
| VAT Registration Number | |
| Phone Number General Office | |
| E-Mail General Office | |
| MANAGEMENT | Name |
| Phone Number | |
| E-Mail | |
| FLEET MANAGEMENT | Name |
| Phone Number | |
| Mobile Number | |
| E-Mail | |
| ACCOUNTING | Name |
| Phone Number | |
| E-Mail | |



DATA PROTECTION

Data privacy – Information according to Article 13 of the GDPR:

The customer recognises that the personal data that they made available within the context of their registration as a customer and subsequently within the framework of assignments is used by 24/7 GmbH, Vogelweiderstraße 63, 5020 Salzburg, FN 563154 v, e-mail address datenschutz@service24.at for the purpose of personal and contractual administration as well as for the deposition, processing, placement, invoicing and documentation of deployments or services (Art. 6, Para. 1, lit b and lit f of the GDPR) and, for these purposes, is submitted to the recovery companies, garages, insurance companies, fuel card and credit card companies and the authorities to the necessary extent.

From the time at which the personal data is transferred to insurance companies, fuel card and credit card companies and/or the authorities, these recipients are responsible for decisions regarding the use of the data and are therefore responsible for compliance with the GDPR provisions.

The data required for personal and contractual administration purposes as well as the disposition, processing, administration, invoicing and documentation of deployments or services is essentially stored for the duration of the processing or provision of services. Furthermore, only absolute essential information based on the applicable statutory provisions or retention obligations (Austrian Corporation Code, Austrian Civil Code, etc.) is stored following processing of the provision of services.

Furthermore, the customer is aware that they have the right to be notified of the information that 24/7 GmbH has stored about them as well as to have it corrected, deleted and to restrict the processing of it and to file an objection against processing (direct marketing) as well as the data transferability and is also permitted to withdraw consent at any time. In addition, the customer is, at all times, permitted to submit a complaint with the data protection authorities with regard to the processing of their personal data. Data processing performed by 24/7 GmbH is exclusively based on the contractual relationship as well as the services utilised within this context. The necessary data must be provided in order to make use of the services.

Confirmation

The customer confirms that they have obtained the consent of the contact partner for their personal data (title, first name, surname, e-mail address, telephone number) to be processed for the purpose of personal and contractual administration as well as to provide services within the context of the information according to Article 13 of the GDPR to assume contact and provide services.

SITGNATION

General Terms and Conditions (page 7) are accepted 

Name of authorized signatory in capital letters:

Date, Stamp, Signature



GENERAL TERMS AND CONDITIONS 24/7 GMBH

I. Placing an order

All Services of 24/7 GmbH ("Contractor") are based on these General Terms and Conditions ("T&Cs") set forth in this document. The Contractor will only accept orders under its own T&Cs. Conflicting regulations that deviate from these T&Cs, particularly client's terms of business or purchasing conditions, shall only apply if the Contractor has explicitly accepted them in writing. Any amendment to these T&Cs must be made in writing. A lack of response of the Contractor shall not be considered as agreement neither to changes of T&Cs nor to any regulations of the client.

II. Execution of order, refund of expenditure

1. The client shall answer precisely and fully all questions of the Contractor or its authorised representative required for the agreed services or the order and shall disclose any relevant or unusual circumstances.
2. The client must ensure that any objects or other loads in the vehicle are sufficiently secured (e.g. against slipping) before the on-site works start. The client shall remove items of value from the vehicle.
3. If the client or the person acting for the client has not specified a location to which the vehicle is to be brought, the Contractor shall decide at its own discretion to bring the vehicle either to the premises of the commissioned Subcontractor or to the premises of a third party nearby the accident or breakdown location or deposit it there. The client has to bear the costs during the deposit and shall also arrange, without delay, the further stay of the vehicle.
4. If on client's decision the vehicle is brought to the premises of the Subcontractor of the Contractor, the client shall bear the appropriate costs of this deposit unless an agreement with the client on hiring a parking space or a custody contract has been concluded. The Contractor will accept no liability for the deposit of any items of value.
5. If an order cannot be carried out, without fault of the Contractor for the non-performance, the client has to bear Contractor's expenses and costs for this order.

If an order cannot be carried out due to the fault of the client, the Contractor shall in addition have a claim to compensation for loss of profit. The right to claim further compensation is reserved.

III. Payment

1. Remuneration is due for payment immediately after the order has been carried out. In terms the payment shall be made by bank transfer, payment is due within 10 days after the issue date of the invoice.
2. Payments shall be made in cash or by accepted fuel cards or credit cards or by an explicitly agreed method of payment. The breakdown service provider is entitled to collect the fee in cash.
3. Any compensation with counterclaims is excluded, unless (a) the counterclaim has been recognised by the Contractor in writing or has been stated by a court, (b) the claim is legally connected with the claim of the Contractor or (c) in case of an insolvency of the Contractor.
4. In the event of late payment, the Contractor shall be entitled to interest according to the Austrian legal provision for "business to business" transactions (b2b).

IV. Right of pledging / Right of retention

1. For any claims arising from the order and/or the deposit of the vehicle in connection with these, the Contractor shall have the right of retention and a contractual right of pledging of the objects that have come into its possession due to the order. If the Contractor exercises its right of retention, the further costs of accommodating and depositing of the vehicle shall be borne by the client as well. If remuneration is not paid after it becomes due, the Contractor is entitled, based on its right of pledging, to bring the vehicle to the premises of its Subcontractor and deposit it there at the client's expense.

V. Liability

1. In terms of a freight business, the Contractor shall be liable according to the legal provisions of the Austrian company code (UGB) for freight businesses.
2. For all other services performed by the Contractor (in particular. breakdown and accident assistance on-site), the liability of the Contractor is limited for gross negligence or intent, except for personal injuries caused by the Contractor. If the client should be in breach of any of his/her duties, e.g. securing the loading for the items in the vehicle, the Contractor shall not be liable.
3. The client is obliged to inform the Contractor, without delay, of any damage or loss for which the Contractor may be liable and shall provide an exact and specific description of those.
4. The Contractor is not liable for reasonable damage that is unavoidable in order to succeed with the execution of the order. Thus the client shall hold the Contractor harmless from any claims in this regard. Causing damage is necessary if the damage is unavoidable or could only be avoided by disproportionate means and costs.

Regarding business clients the liability for consequential damages, loss of profit, loss of production, interruption of business as well as for all direct damages is excluded in any event to the maximum extent permitted by law, for whatever legal reason.

VI. Warranty

Any claims of a business client for defects for whatever legal reason become time-barred six months starting with the return of the repaired or towed vehicle to the client or its' representative. The Contractor shall repair any defects he is responsible for, and of which the client has informed him immediately in writing. The Contractor has the right to supplementary performance or repair. If the client is a consumer according to the legal definition of the Austrian law, legal provisions apply regarding time-barring.

VII. Final provisions, applicable law & place of jurisdiction

1. If an individual provision of this T&Cs is or becomes invalid or ineffective, in part or in total, this shall not affect the legal effectiveness and validity of the remaining provisions. In such case, the ineffective provision shall be replaced by a legally effective provision that reflects the parties will expressed in this T&Cs as accurately as possible. The same applies to gaps in the contract.
2. All contracts and business relationships between the client and the Contractor shall be solely governed by Austrian law. Applicability of the UN Convention on Contracts for the International Sale of Goods, as well as all other international law provisions (e.g. conflict of laws) is excluded.
3. For all disputes arising out of or in connection with services of Contractor including these T&Cs the place of jurisdiction shall be Austria, 1010 Vienna. For clients who are consumers, the local competence is according to the provisions of Austrian law.

Status 03/2022

