

## **General Terms and Conditions Part I**

General Section and Sales Conditions of the Company

equipment.cafe GmbH, FN 464511f, Slamastraße 43, 1230 Vienna

**Information:** *This document is a purely informative translation of the [original German-language general terms and conditions](#) and is therefore not legally binding. We expressly point out that the general terms and conditions of the original German-language document apply.*

The following general terms and conditions apply primarily to our sales and rental transactions. For rental transactions, our rental conditions also apply in addition. In case of conflicting conditions, the rental conditions take precedence for rental transactions.

### **I. Applicability**

Deliveries, services, and offers from our company are exclusively based on these terms and conditions. We do not recognize any terms of the customer that conflict with or deviate from our terms and conditions unless we have expressly agreed to their applicability prior to the conclusion of the contract. In any case, our actions to fulfill the contract do not constitute consent to terms that deviate from our own.

These terms and conditions also serve as a framework agreement for all future legal transactions between the contracting parties.

Deliveries, services, and offers of our company are exclusively based on these terms and conditions; conflicting or differing conditions of the customer are not recognized unless explicitly agreed upon before the contract conclusion. Performance of contractual obligations by us does not constitute consent to differing contractual terms. These terms and conditions serve as a framework agreement for all further legal transactions between the contractual parties.

### **II. Conclusion of Contract**

Our offers are non-binding and without obligation. A legal transaction is concluded only upon our acceptance of a customer's contractual offer. This acceptance can occur either by issuing and sending an order confirmation (declaration of intent) or by dispatching or making available (for collection) the goods ordered by the customer (expression of intent). Orders are considered accepted in any case once we have provided the service ordered by the customer.

If a (potential) customer submits offers to us for the conclusion of a legal transaction, particularly a sale, the offering party is bound by the offer for an appropriate period, but at least 8 days from the receipt of the offer.

### **III. Prices**

All prices quoted by us are understood to be exclusive of value-added tax (VAT) and other taxes or public charges unless expressly stated otherwise. Should labor costs change due to collective agreements in the industry or in-house agreements, or should other cost factors relevant to the calculation or necessary for service provision—such as costs for materials, energy, transport, subcontracted work, financing, etc.—change, we are entitled to adjust the prices accordingly, either increasing or decreasing them.

This section III does not apply to consumer transactions.

#### **IV. Payment Terms and Default Interest**

In the absence of an express written agreement to the contrary, our claims are to be paid in cash upon the delivery of goods to the customer or the carrier (e.g., postal service, freight forwarder).

Discounts require a separate express written agreement. In the event of payment default, including partial payments, any discount agreements shall become void. Payments from the customer are considered made only when they are received in our business account.

In the event of payment default by the customer, we are entitled, at our discretion, to claim either compensation for the actual damage incurred or default interest at the statutory rate. In cases of payment default, our company is also entitled to demand compound interest from the due date.

#### **V. Withdrawal from the Contract**

In the event of acceptance delay (Section VIII) or other significant reasons, such as bankruptcy of the customer or rejection of bankruptcy due to insufficient assets, as well as in cases of payment default by the customer, we are entitled to withdraw from the contract, provided it has not been fully performed by both parties.

In the event of our withdrawal, the customer is obligated, regardless of fault, to pay a lump-sum compensation of 15% of the gross invoice amount (contractual penalty), without prejudice to our right to claim additional actual damages incurred.

In the event of payment default by the customer, we are released from all further obligations to perform or deliver and are entitled to withhold outstanding deliveries or services, demand advance payments or securities, or withdraw from the contract after setting a reasonable grace period.

If the customer—without being entitled to do so—declares their withdrawal from the contract or requests its termination, we have the choice to either insist on the fulfillment of the contract or agree to its termination. In the latter case, the customer is obligated, at our discretion, to pay either a lump-sum compensation of 15% of the gross invoice amount or the actual damages incurred.

#### **VI. Right of Withdrawal for Consumers**

##### **a) Right of Withdrawal for Purchase Contracts**

For contracts concluded through distance selling, consumers have the right to withdraw from the contract within 14 days without giving any reason. The withdrawal period begins 14 days from the day the consumer or a third party designated by the consumer (other than the carrier) takes possession of the goods (or the final item in the case of multiple goods delivered separately). To exercise the right of withdrawal, you must inform equipment.cafe GmbH, Slamastraße 43, 1230 Vienna, Austria, by means of a clear declaration (e.g., a letter sent by post or email to [rental@eqc.at](mailto:rental@eqc.at)) of your decision to withdraw from this contract. You can use the attached sample withdrawal form, which is not mandatory.

It is sufficient to send the notification about exercising the right of withdrawal before the withdrawal period expires.

##### **b) Right of Withdrawal for Services**

In the case of contracts concluded through distance selling, consumers have the right to withdraw from this contract within fourteen days without providing a reason.

To exercise your right of withdrawal, you must inform us, equipment.cafe GmbH, Slamastraße 43, 1230 Vienna, Austria, of your decision to withdraw from this contract by means of a clear declaration (e.g., a letter sent by post or an email to [rental@eqc.at](mailto:rental@eqc.at)).

You may use the attached sample withdrawal form, but it is not mandatory.

To comply with the withdrawal period, it is sufficient for you to send the notification regarding the exercise of the withdrawal right before the withdrawal period expires.

### **c) Consequences of Withdrawal**

If you withdraw from this contract in accordance with the aforementioned provisions, we are obligated to refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery method other than the least expensive standard delivery option offered by us), without undue delay and no later than 14 days from the day we receive your notice of withdrawal from this contract.

For this refund, we will use the same payment method that you used in the original transaction unless expressly agreed otherwise with you; in no case will you be charged fees for this refund. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever occurs earlier.

You must return or hand over the goods to us, equipment.cafe GmbH, Slamastraße 43, 1230 Vienna, Austria, without undue delay and in any case no later than fourteen days from the day on which you inform us of your withdrawal from this contract. The deadline is met if you send the goods before the fourteen-day period expires.

You are responsible for the direct costs of returning the goods. You are only liable for any diminished value of the goods if this loss in value is due to handling that was not necessary to assess the nature, characteristics, and functioning of the goods.

If you requested that we begin fulfilling a service contract before the withdrawal period expires, you must pay us an amount that is proportionate to the services we have provided up to the point of withdrawal, in comparison to the total agreed contractual price.

### **VII. Reminder and Collection Costs**

In the event of default, the contracting party (customer) agrees to reimburse the creditor for any reminder and collection costs incurred, provided they are necessary for appropriate legal enforcement. Specifically, the contracting party agrees to reimburse the fees of the collection agency engaged, up to the maximum amounts stipulated in the regulation of the Austrian Federal Ministry of Economic Affairs (BMWA) on the maximum fees collectible by collection agencies.

If we handle the reminder process ourselves, the debtor agrees to pay €10.90 per reminder and €3.63 per half-year for maintaining records of the debt in the reminder system.

### **VIII. Delivery, Transport, and Acceptance Delay**

Our indicated sales prices do not include costs for delivery, assembly, or installation. These services can be provided at an additional charge upon request. For transportation or delivery, actual costs incurred, including a reasonable markup for administrative expenses, or the applicable freight charges, whichever is higher, will be billed. Assembly work is charged based on time spent, with standard industry hourly rates deemed agreed.

If the customer fails to accept the goods as agreed (acceptance delay), we are entitled, after a grace period, to store the goods at the customer's expense and risk, charging a storage fee of 0.1% of the gross invoice amount per calendar day. Alternatively, the goods may be stored by a qualified professional at the customer's expense and risk. Our right to withdraw from the contract in case of acceptance delay remains unaffected.

### **IX. Transfer of Risk**

Notwithstanding statutory provisions, the risk of accidental loss or deterioration transfers to the buyer/renter upon delivery to the carrier, even if delivery is made free to the designated destination.

## **X. Delivery Deadlines**

We are obligated to perform only after the customer has fulfilled all their obligations necessary for execution, particularly technical, contractual, preparatory tasks. We are entitled to exceed agreed delivery deadlines by up to one week. Only after this period can the customer withdraw from the contract after setting an appropriate grace period.

## **XI. Place of Performance**

The place of performance is our company headquarters in Vienna.

## **XII. Minor Changes to Performance**

If the transaction does not involve a consumer, minor or other reasonable changes to our delivery or service obligations are deemed pre-approved by the customer. This includes deviations due to the nature of the item (e.g., dimensions, colors, grain patterns, and structures in wood and veneers).

## **XIII. Compensation for Damages**

All claims for damages are excluded in cases of minor negligence. This does not apply to consumer transactions for personal injury or damage to items accepted for processing. Proof of gross negligence or intent must be provided by the injured party unless it is a consumer transaction. These provisions apply even if the claim for damages is made alongside or instead of a warranty claim.

Before connecting or transporting IT products or installing software, the customer must back up existing data adequately. Failure to do so results in liability for lost data and related damages.

## **XIV. Product Liability**

Regress claims under § 12 of the Austrian Product Liability Act are excluded unless the entitled party proves that the defect originated within our sphere of responsibility and was caused by gross negligence.

## **XV. Retention of Title and Assertion of Rights**

All goods are delivered under retention of title and remain our property until full payment is made. Asserting the retention of title does not automatically mean withdrawal from the contract unless explicitly declared. In the event of the return of goods, we are entitled to charge for transportation and handling costs.

The customer is obligated to notify us immediately if third parties access the goods (e.g., seizures) and inform them of our ownership. If the customer is a consumer or a non-business entity not involved in trading our goods as part of their normal operations, they may not dispose of the goods before fully settling the purchase price, particularly not sell, pledge, gift, or lend them. The customer bears full risk for the goods, especially regarding destruction, loss, or deterioration.

## **XVI. Assignment of Claims**

If goods are delivered under retention of title, the customer assigns claims arising from their sale or processing of these goods to us as payment. The customer must notify their buyers of this assignment, record it in their ledgers, and mark it on delivery notes or invoices. If the customer defaults on payments, they must segregate received proceeds and hold them in our name. Claims against an insurer are already assigned to us under § 15 of the Austrian Insurance Contract Act.

The customer may not assign claims against us without our explicit consent.

#### **XVII. Right of Retention**

If the transaction does not involve a consumer, the customer may only withhold a proportionate part of the invoice amount in the case of justified complaints, except for rescission claims.

#### **XVIII. Loss of Deadlines**

If the customer has agreed to pay in installments, any delay in a single installment renders all remaining payments immediately due without further notice. For consumer transactions, this applies if we have fulfilled our obligations entirely, one installment has been overdue for at least six weeks, and we have reminded the customer with a two-week grace period.

#### **XIX. Legal Choice and Jurisdiction**

Only substantive Austrian law applies. Reference norms that refer to other legal systems do not apply. The contract language is German. Austrian courts have exclusive jurisdiction. For non-consumer transactions, the competent court at our company headquarters is the exclusive venue for disputes.

#### **XX. Data Protection, Address Changes, and Copyright**

The customer consents to the automated storage and processing of the personal data included in the purchase contract by us for the fulfillment of this contract.

The customer is obligated to notify us of any changes to their residential or business address as long as the legal transaction subject to the contract has not been fully completed by both parties. If such notification is not provided, communications sent to the last known address will still be deemed received.

Plans, sketches, or other technical documents, as well as samples, catalogs, brochures, images, and similar materials, remain our intellectual property. The customer does not acquire any usage or exploitation rights of any kind to these materials.

#### **XXI. Severability Clause**

If any provision of these General Terms and Conditions is or becomes invalid or unenforceable, the validity of the remaining provisions remains unaffected.

## General Terms and Conditions Part II

Rental Conditions of the Company

equipment.cafe GmbH, FN 464511f, Slamastraße 43, 1230 Wien

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### I. Reservation, Handover, and Inspection of Rental Items

Rental items must generally be picked up from the lessor after prior reservation and confirmation. The lessee is obligated to inspect the rental items upon receipt for any defects or issues (e.g., damages). Any complaints or deficiencies must be immediately reported and documented in writing. If no complaints are raised, the items handed over to the lessee are considered to be in perfect condition. All deficiencies or damages occurring during the rental period must be reported immediately upon return. The lessee is not entitled to reduce or refuse the agreed rental fee based on issues or damages that arise during the rental period, provided these were not reported beforehand.

The lessor reserves the right to withhold the agreed rental items at the time of pickup if the lessee's handling of the items appears doubtful.

In the case of remote rental with delivery via courier, the lessee has the option to inspect the items at the lessor's premises before shipping. If the lessee declines this option, the lessor will conduct a thorough inspection before handover to the courier and document any deficiencies on the delivery note. In this case, the delivery note serves as conclusive evidence of the items' condition at the time of handover.

### II. Liability

The lessor will endeavor to meet the lessee's scheduling requests. However, no liability is accepted for damages resulting from non-fulfillment or delayed fulfillment. The lessee explicitly waives any claims for delay-related damages.

The lessor is not liable for material or immaterial damages caused by deficiencies in rental items during the rental period. Furthermore, the lessor is not liable for damages associated with the use of the rental items, including damages caused by improper handling.

The lessee bears full liability up to the replacement value (including associated costs) for all damages to rental items during the rental period, whether caused accidentally, negligently, intentionally, by third parties, or through other means (including theft or loss). Additionally, the lessee is responsible for compensating for consequential technical damages and lost rental income during repair periods. The lessee is solely responsible for obtaining necessary permits and complying with any legal or regulatory requirements.

### III. Duty of Care and Use

The lessee agrees to handle the rental items with care and in accordance with their intended use. If the items are used by third parties during the rental period, the lessee must ensure they are handled carefully and appropriately. Furthermore, the lessee must take measures to prevent accidents.

Rental items may only be used within Austria unless explicit written consent from the lessor is obtained for use abroad.

#### **IV. Rental Period and Rental Fee**

The rental period begins at the time of pickup and ends with the proper return of the rental items to the lessor. Pickup and return times must be agreed upon in advance.

##### **Cancellation Policy:**

- Free cancellation up to 48 hours before the rental begins.
- 50% of the rental fee is charged for cancellations within 24-48 hours.
- 100% of the rental fee is charged for cancellations less than 24 hours before the rental begins.

For late returns, the lessor reserves the right to charge for an additional rental day for delays exceeding one hour. Any subsequent delays are charged at the full daily rental rate. A rental day corresponds to 24 hours; shorter billing intervals are not possible.

#### **V. Ownership**

The rented items remain the exclusive property of the lessor.

#### **VI. Proof of Identity**

The lessee must present a valid official photo ID at the time of pickup, and a copy of this ID will be retained.

#### **VII. Deposit and Payment Terms**

Depending on the volume of the rental items, especially for new customers, a deposit of up to €300 may be required, which will be refunded upon the item's proper return. Unless otherwise explicitly agreed, the rental fee is due immediately upon receipt of the invoice, typically upon return or at the end of the rental period, without any deductions.

For new customers, the lessor reserves the right to demand payment of the rental fee in advance. Any repair costs for damages caused during the rental period or costs for replacing lost or stolen items will be charged to the lessee, along with additional administrative costs.

#### **VIII. Insurance**

For each rental transaction, the lessor will provide basic insurance for the rental items, equivalent to a film equipment or transport insurance ("Equipment Insurance"), at an additional cost of 7% of the rental fee.

In case of damage, the lessee is responsible for a deductible of €500. The insurance terms are attached to these General Terms and Conditions and can be reviewed during business hours at the lessor's office. The lessee agrees to comply with the insurance conditions.

The insurance is valid only within Austria. Any risks beyond standard usage or special circumstances that require extending the coverage must be reported before the rental begins, resulting in increased insurance costs. The lessee may decline the lessor's insurance by presenting proof of equivalent coverage before the rental begins. Regardless of insurance coverage, the lessee's liability under Section II remains fully effective.

#### **IX. Right of Access**

The lessee grants the lessor the right to access any location where the rental items are stored to inspect their condition or retrieve them in case of significant delays in return (7 days or more). The lessee explicitly waives any legal objections to this access.

## General Terms and Conditions Part III

### Vehicle Usage Conditions of the Company

equipment.cafe GmbH, FN 464511f, Slamastraße 43, 1230 Wien

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#### I. Terms of Use

The vehicle may only be driven by the contracting party themselves or by other suitable individuals who have been explicitly named in advance by the contracting party (additional drivers). In such cases, valid driving licenses for all additional drivers must be presented to EQC before the vehicle is used.

If the contracting party does not drive the vehicle themselves, they are required to transfer all obligations arising from the usage agreement and these conditions to the additional driver(s).

The vehicle may only be used on public roads, including paved private roads and parking lots. The vehicle may not be used for the following purposes:

- Participation in motorsport events, including races where maximum speed is the goal, or associated practice runs.
- Vehicle testing or driver safety training.
- Commercial passenger transport.
- Subleasing the vehicle.
- Commission of criminal offenses, even if only punishable under the law of the location.
- Transporting flammable, toxic, or otherwise hazardous materials.
- Driving off-road (unpaved roads or paths).
- Engaging in intentional rapid acceleration, braking, or skidding that results in excessive tire slippage or noise.
- Any use where the vehicle's tires are not in continuous contact with the road surface.
- Drifting or spinning the vehicle around its axis while stationary.

The contracting party is obligated to properly secure any cargo stored in the vehicle (particularly to prevent it from shifting) and to ensure that all passengers use the available seat belts correctly and in accordance with regulations throughout the journey. The contracting party is generally not permitted to take the vehicle outside of Austria. If an international trip is planned, prior approval must be obtained from EQC before the trip.

If the vehicle is not already equipped with an appropriate toll sticker, the contracting party is responsible for the timely and complete payment of road tolls for toll roads within and outside Austria, and they must indemnify and hold EQC harmless in this regard.

The contracting party is required to handle the vehicle with care. They must comply with all relevant regulations for operating such a vehicle (particularly the Austrian Motor Vehicles Act and Road Traffic Regulations) and regularly ensure during the contractual usage period that the vehicle remains in an operational and roadworthy condition.

Before starting the journey, the contracting party must familiarize themselves with the vehicle's operating manual, which is located in the vehicle. They must adhere to the instructions and recommendations provided therein (particularly regular checks of the levels of engine oil, coolant, and other operating fluids).

If a repair is necessary during the usage period to maintain the operation or roadworthiness of the vehicle, the contracting party may commission a brand-authorized workshop for repairs estimated to cost up to EUR 100. Beyond this amount, the contracting party must obtain explicit approval from EQC before commissioning any repairs in the event of damage.



Any culpable violation of the above provisions, including negligence, makes the contracting party fully liable to EQC for all resulting damages (including appropriate legal enforcement costs). Any agreed-upon limitation of liability becomes void in the event of such a violation.

## **II. Deposit and Usage Fee**

The usage fee, as agreed upon, must be paid in full for the entire agreed rental period. There is no entitlement to a refund for delayed pickup or early return of the vehicle.

The contracting party is required to provide a deposit of EUR 350 no later than at the time of the vehicle handover. If a credit card is provided, the amount will not be charged but merely reserved. Alternatively, the deposit may be paid in cash. EQC is entitled to use this deposit to cover any legitimate and due claims arising from this usage agreement. This right also applies to claims from other business transactions.

The contracting party agrees that invoices under this usage agreement will generally be sent electronically to the provided email address. An invoice is considered delivered as soon as it enters the contracting party's domain of control. If postal delivery of the invoice is requested, the contracting party must bear the additional costs for sending the invoice in paper form and the associated postage.

The contracting party is responsible for ensuring that they can receive electronic invoices. Any disruptions to receiving equipment or other circumstances preventing access are the responsibility of the contracting party.

If an invoice is not received or cannot be accessed, the contracting party must notify EQC immediately. If the issue is not resolved promptly, EQC is entitled to send invoices in paper form until the issue is resolved. The costs for sending paper invoices are to be borne by the contracting party. In cases of payment delays attributable to the contracting party, default interest at a rate of 12% per annum will be charged. Additionally, reminder fees of EUR 10 plus VAT per reminder will be charged.

## **III. Insurance**

The vehicle is insured according to Austrian standards and the minimum liability insurance coverage applicable in Austria. The insurance covers Europe geographically. If EQC is held liable by third parties for damages caused by the contracting party or their authorized drivers, and this insurance does not fully cover the damages, the contracting party must fully indemnify EQC.

## **IV. Liability and Limitations**

The contracting party is generally liable to EQC for all damages to the vehicle and its equipment, as well as for the loss (e.g., theft) of the vehicle (and its equipment), occurring between the time the vehicle is taken over and the time it is returned.

Specifically, the contracting party must return the vehicle in the condition in which it was received, taking into account normal wear and tear based on mileage. In the case of excessive interior soiling, a cleaning fee of EUR 90 plus VAT will be charged.

The contracting party is also liable to EQC for the actions of individuals to whom they have given the vehicle for use, whether with or without EQC's consent (or to whom those individuals have further handed over the vehicle). This liability includes all damages caused by such individuals, shared jointly and severally, insofar as these actions or damages are related to the handover or use of the vehicle.

The contracting party may limit liability to a deductible of EUR 500 per insurance claim by paying a fee of 7% of the usage fee (liability limitation).

In this case, the contracting party is liable for damages resulting from traffic accidents and/or theft or intentional damage to the vehicle by third parties, beyond the agreed deductible, only if

- The contracting party or individuals to whom they entrusted the vehicle caused the damage intentionally or through gross negligence.
- At the time of the damage, the vehicle was being driven (or had been handed over) by a person who was not previously disclosed to EQC (via the presentation of a valid driving license) with the contracting party's knowledge and consent.
- The driver of the vehicle at the time of the accident did not possess a valid driving license, or their driving ability was impaired by alcohol, drugs, or similar reasons.
- The vehicle was being used in an unauthorized manner, as defined by these conditions, at the time of the damage.
- Obligations outlined in these conditions related to damages or theft were violated.
- The contracting party or the driver to whom they entrusted the vehicle committed a hit-and-run, thereby impairing EQC's legitimate interest in determining the circumstances of the damage, unless the violation was not intentional or grossly negligent.
- The damage occurred during an unauthorized international trip.
- The damage involves the tires or rims.

A liability limitation as described in the preceding conditions also does not apply to damages caused by:

- Operating errors.
- Refueling with the incorrect type of fuel.
- Shifting cargo.
- Braking maneuvers caused by the contracting party.
- Improper use of snow chains or roof racks.
- Improper loading of the vehicle.
- Driving off paved roads.
- Failure to close convertible tops or windows during rain or wind.
- Failure to observe the vehicle's maximum height and width (e.g., when entering tunnels, bridges, garages, etc.).
- Inadequate vehicle security (e.g., leaving the vehicle unlocked or leaving the key inside the vehicle).

The liability limitation also does not apply to damages or soiling of the vehicle's interior caused by the contracting party or their passengers (e.g., burn marks in the seats) that are not direct consequences of an accident. Similarly, it does not apply to the costs of replacing lost vehicle keys or vehicle documents. In all these cases, despite any agreed liability limitation, the contracting party remains fully liable for the total damage.

If the vehicle is inadequately secured by the contracting party—left unlocked or with the key inside—or if valuables are left in the vehicle in a manner visible from outside, theft or burglary is deemed grossly negligent. In such cases, any agreed liability limitation does not apply.

If multiple damages occur to the vehicle between the time it is handed over and returned by the contracting party, for which the contracting party is responsible under the above provisions, and these damages do not result from a single accident, the contracting party must pay the agreed deductible for each individual damage case.

If the actual damage is less than the agreed deductible, the contracting party will only be charged for the actual damage. The liability limitation in no case applies to damage to or theft of items brought into the vehicle by the contracting party. EQC is not liable for such items.

In the event of damage, it is up to EQC to evaluate the likelihood of successfully pursuing claims against third parties based on the accident report submitted by the contracting party and other available information about the incident. EQC will act accordingly based on this assessment.

If the contracting party disagrees with this assessment, they may request that EQC clarify the liability question with the opposing party in court. EQC will initiate such legal proceedings if it is not deemed clearly futile and if the contracting party provides a declaration indemnifying EQC against all appropriate costs associated with such legal action.

In this case, EQC is entitled to require the provision of an adequate security deposit for the expected legal costs before initiating the proceedings.

The contracting party is liable for any violations of legal provisions, particularly traffic and regulatory laws, committed during the contractual usage period, either by themselves or by individuals for whom they are responsible under the preceding provisions. The contracting party shall indemnify and hold EQC harmless against any administrative penalties, fees, and other costs incurred by EQC as the registered owner of the vehicle due to such violations for which the contracting party is responsible.

EQC will, upon request from authorized authorities, provide the contracting party's information to such authorities regarding violations committed during the vehicle's usage period. To compensate EQC for the administrative effort involved in handling such inquiries, the contracting party shall pay EQC an administrative fee of EUR 19 plus VAT for each authority request. EQC reserves the right to claim further demonstrable damages.

The contracting party must comply with all relevant regulations and respect the rights of third parties when driving or parking the vehicle. In particular, the vehicle may not be parked on private property belonging to third parties without the explicit permission of the authorized persons.

If violations of this provision are alleged by a third party, EQC will, upon request, provide the name and address of the contracting party to the third party so they can directly assert any related claims against the contracting party. If EQC is nevertheless held liable by a third party due to actions or omissions of the contracting party (e.g., through legal claims for disturbance of possession or injunctions), EQC will notify the contracting party of the proceedings, providing them an opportunity to defend against the claims.

Should the proceedings determine that the contracting party, or persons for whom they are responsible, acted culpably, the contracting party is obligated to indemnify and hold EQC harmless from all resulting damages and disadvantages, including legal costs.

EQC is entitled, for the sake of simplifying processing, to charge the contracting party a one-time flat fee of EUR 50 plus VAT for minor damages to the vehicle instead of billing the actual costs for assessing and repairing the damage, provided the minor damage occurred during the contractual usage period and was caused by the contracting party. This does not apply if EQC is already aware of the actual amount of the damage.

## **V. Notification and Information Obligations**

In the event of an accident, theft, fire, or wildlife damage, the contracting party must immediately notify the police. For purely material damages, the nearest police station must be requested to record the incident in accordance with § 4 (5a) of the Austrian Road Traffic Act (StVO). If the police refuse to document the incident, the contracting party must provide appropriate proof of this to EQC (e.g., a written confirmation from the police or details of the police station contacted, including date and time, which declined to record the damage).

If no third party was harmed in the accident or if, in the case of purely material damage, data could be exchanged with the other party involved in accordance with § 4 (5) StVO, notification of the nearest police station may be omitted in exceptional cases if the vehicle only sustained minor paint damage (e.g., scratches). However, in such cases, the contracting party is still obligated to report the damage to EQC, along with an accident report as per the subsequent provisions.

If the vehicle is damaged by unknown third parties (e.g., parking damage, hit-and-run), the contracting party must, in any case—even for minor damages—immediately notify the nearest police station and request that the damage be recorded.

The contracting party must, as far as possible, contribute to determining the facts of the incident and must refrain from doing anything that could hinder or prevent this determination. However, the contracting party is not permitted to acknowledge fault to third parties without prior consultation with EQC.

In the event of damage, the contracting party is obligated to notify EQC promptly, no later than two days after the incident. This notification must include all details in writing, using the accident report form provided with the vehicle documents, which must be carefully and completely filled out in all aspects and include the names of all known potential witnesses.

The contracting party is obligated to promptly inform EQC via email at [rental@eqc.at](mailto:rental@eqc.at) of the revocation of their driving license or any circumstances that restrict their driving privileges (e.g., driving restrictions, temporary confiscation or seizure of the driving license, or a court-ordered or administrative driving ban).

Upon the revocation of the driving license or the occurrence of any other circumstances restricting the driving privileges (e.g., driving restrictions, temporary confiscation or seizure of the driving license, or a court-ordered or administrative driving ban), the contracting party is prohibited from operating the vehicle. The right to drive the vehicle provided for use ceases or is suspended immediately upon the occurrence of any of these circumstances.

An intentional or grossly negligent violation of the aforementioned obligations results in the insurance being released from its coverage obligations and/or the loss of any agreed liability limitation, provided that the violation has influenced the determination of the insurance case, the determination or extent of the insurance benefits, and/or the determination or extent of the contracting party's liability for damages to EQC. This also applies if the violation was committed with the intent to influence these obligations or to hinder the determination of these circumstances.

The contracting party is liable to EQC for all damages resulting from culpably incorrect statements made by them regarding the course of the accident, regardless of any agreed liability limitation.

## **VI. Exclusion of Liability**

EQC is not liable for items brought into the vehicle by the contracting party that are stolen, damaged, or left behind upon the return of the vehicle. EQC's liability for loss of profit is excluded.

## **VII. Pickup and Return**

Vehicle pickup and return must generally occur during EQC's regular business hours. Reservations for vehicle pickup or return outside of standard business hours are only possible with prior arrangement. The contracting party must present a valid driver's license when the vehicle is handed over.

Any pre-existing damage to the vehicle at the time of handover must be reported immediately by the contracting party to EQC, prior to starting the trip, if such damage is not already recorded in the usage agreement. If the contracting party fails to report such damage immediately, it will be assumed to have been caused by them, unless they can prove otherwise.

The vehicle is handed over to the contracting party with a full fuel tank. The contracting party must return the vehicle with a full fuel tank as well. Only the type of fuel specified in the vehicle's operating manual may be used. The contracting party is liable to EQC for any damage caused by refueling with the incorrect type of fuel.

If the vehicle is returned without a full fuel tank, EQC will refuel the vehicle through its own staff and charge the contracting party for the fuel costs, along with a service fee of EUR 30.

Unless explicitly agreed otherwise, the contracting party is obligated to return the vehicle to EQC at the agreed time during regular business hours. The vehicle must be cleared of any personal belongings of the contracting party or individuals associated with them and cleaned upon return.

If the contracting party fails to return the vehicle or the vehicle key at the agreed time, EQC is entitled to charge a usage fee at the standard rate for the period exceeding the agreed rental duration. For every commenced 24-hour period after the agreed return time, a daily usage fee will be charged. Additionally, the contracting party must pay a handling fee of EUR 20 plus VAT to compensate for the associated administrative effort.

EQC explicitly reserves the right to claim further damages.

In the event of a delayed return of the vehicle, any agreed liability limitation ceases to apply from the originally agreed return time (as the liability limitation fee paid by the contracting party only covers the period up to the agreed return time). This does not apply if the delay in return is due to reasons attributable to EQC. The usage agreement ends at the agreed time or upon the return of the vehicle.

Special rates apply only for the offered period. If the agreed period is exceeded due to reasons attributable to the contracting party, the standard rate applies from the agreed return time.

EQC may terminate the usage agreement without notice if:

- The contracting party uses the rented vehicle in violation of the provisions of this usage agreement.

If EQC terminates the usage agreement, the contracting party is obligated to immediately return the vehicle, including all vehicle documents, accessories, and keys, to EQC. In the case of a justified termination without notice, the contracting party has no claim to a refund of the paid usage fee.

For vehicle retrieval by EQC, the contracting party will be charged an administrative fee of EUR 20 plus VAT, as well as EUR 0.80 plus VAT per kilometer.

### **VIII. Data Protection**

EQC processes the personal data of the contracting party and additional drivers during the initiation and execution of contracts. For more information about this data processing and your resulting rights, please refer to <https://equipment.cafe/privacy-policy>

The name, address, and usage agreement details of the contracting party may be disclosed by EQC to the respective authorities in response to justified official requests or to third parties in cases of alleged violations of third-party rights (e.g., disturbances of possession).

As a result of using a navigation device, the navigation data entered during the usage period may be stored in the vehicle. If mobile or other devices are connected to the vehicle, data from these devices may also be stored in the vehicle.

It is the responsibility of the contracting party or the driver to delete such data before returning the vehicle. This deletion can be carried out by resetting the navigation and communication systems of the vehicle to factory settings. Instructions for this can be found in the operating manual located in the vehicle's glove compartment.

If the contracting party fails to delete this data, it may potentially be accessed by subsequent users of the vehicle. EQC is not obligated to delete or secure such data. The contracting party shall indemnify and hold EQC harmless in the event of misuse of such data by third parties.

### **IX. General Provisions**

Unless Part III of the General Terms and Conditions (GTC) contains differing provisions, the conditions outlined in Part I and Part II of the General Terms and Conditions shall apply accordingly to vehicle usage agreements.

The usage agreement is governed by Austrian law, excluding its international conflict-of-law rules. The contracting party's obligation to comply with locally applicable laws during international travel remains unaffected. If the contracting party differs from the driver, as is the case with legal entities, the contracting party remains liable to EQC for all obligations arising from these conditions.

Where personal expressions are used in these conditions, they apply equally to men and women.

If any provision of the usage agreement or these conditions is or becomes invalid, the validity of the remaining provisions remains unaffected.

**Appendix I: Sample Withdrawal Form**

(If you wish to withdraw from the contract, please complete this form and return it)

To

equipment.cafe GmbH  
Slamastraße 43  
1230 Wien  
ÖSTERREICH  
[rental@eqc.at](mailto:rental@eqc.at)

I/we (\*) hereby withdraw from the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

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Orderen on (\*)/recieved on (\*)

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Name of the consumer(s)

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Address of the consumer(s)

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the consumer  
(only for notifications submitted on paper)

(\*) Delete as applicable