1. ROUTEX Network
OMV International Services GmbH, 1020 Vienna, Trabrennstraße 6-8, hereinafter referred to as “OIS”, is a member of the ROUTEX Network which was formed by several mineral oil companies that operate filling stations hereinafter referred to as “ROUTEX Partners”. The objective of this Network is to enable the card customers of the member companies within Europe to obtain certain goods and services at participating filling stations and service stations. In Austria, the OMV Card with the ROUTEX function (i.e., the OMV Business Card and the OMV EuroTruck Card, among others), hereinafter referred to as the “OMV Card” or “Card”, is issued by OIS jointly with OMV Refining & Marketing GmbH, Trabrennstraße 6-8, 1020 Vienna, hereinafter referred to as “OMV”.

2. Scope of the Terms of Business and Delivery
The Customer hereby accepts the following Terms of Business and Delivery of OMV and OIS with respect to all goods and services that he purchases with an OMV Card and, if the case, to the processing of data, which shall be carried out according to the terms set out in Clause 8 hereof. Any conditions of purchase and terms of business of the Customer shall not be applicable to OMV and OIS unless OMV and OIS have expressly accepted such terms and conditions in writing.

3. Goods and Services
3.1 The OMV Card entitles the Customer to purchase certain contractually defined goods and make use of services at all foreign and domestic Points of Acceptance of the ROUTEX Partners that are identified by the “ROUTEX” trademark and/or the OMV Card logo and/or the EuroTruck logo. The Customer shall be informed separately of any country-specific exceptions to this rule. The Customer is also entitled to make use of services from the foreign and domestic contractual partners who have signed an agreement with OIS for the acceptance of the OMV Card at the points of acceptance identified by the “ROUTEX” trademark. Such additional services may include, for instance, settlement of toll at motorway tollbooths, ferry fares and tunnel fees, etc. The option customers have of making use of additional services is subject to the right to terminate the respective method of use at any time. OIS or OMV shall give timely notice, however, in the event that previous-ly granted additional services are no longer available. Moreover, OIS or OMV reserves the right to change the additional services offered to the Customer at any time subject to giving prior no- tice. For certain additional services, the Customer will be charged a reasonable fee (service surcharge). Each additional service offered and the corresponding service surcharge shall be based on the relevant applicable additional service price list, which shall be sent to the Customer separately. All the Points of Acceptance mentioned in Article 3.1 shall hereinafter be referred to as “Points of Acceptance”.

3.2 Mineral oil products and other goods and services at the filling stations of OMV in Austria, as well as the goods and services at other Points of Acceptance in Austria (not filling stations of OMV), for the proper performance of which OMV assumes no liability and offers no warranty (see Article 7.1), shall be sold in the name and for the account of OMV. Insofar as OMV is not already owner of the goods, these shall be purchased by OMV at the time when the Customer makes use of them, and resold directly to the Customer, which is why delivery of goods and provision of services is always by OMV to the Customer.

3.3 All goods and services at Points of Acceptance abroad shall, at the time when the Customer makes use of them, be purchased by OIS from the ROUTEX Partners and contractually connected companies and resold directly to the Customer, wherever possible and feasible de jure and de facto, so that services are always provided by OIS to the Customer. Exceptions hereto are specified in Articles 3.4 and 3.5, second paragraph. For liabilities and warranties, please see Article 7.1.

3.4 For the use of goods and services abroad, at present especially in the countries of Andorra, Gibraltar, Greece, Turkey, Serbia, Croatia, Russia and Belarus, in which a legal transaction between the Customer and respective provider of the good or service is necessary, OIS or OMV will handle the collection of payments. In such cases, the invoice shall be presented to the Customer at the Point of Acceptance directly by the contractually connected company.

3.5 OIS has signed purchasing agreements for fuels and lubricants within the meaning of Article 1559 of the Italian Civil Code with Italian suppliers that belong to the ROUTEX Network. The OMV Card entitles the Customer to make use of regularly recurring and ongoing deliveries within the meaning of Article 1559 of the Italian Civil Code of fuels and lubricants for the usual and customary demand at all Points of Acceptance in Italy. OIS shall invoice the Customer directly for such deliveries.

As for all other goods and services purchased with the OMV Card in Italy, such deliveries of goods and services shall be deemed to be made in the name and for the account of the Point of Acceptance. OIS, and subsequently OMV, shall acquire the right and obligation to collect the relevant debt from the Customer from the respective company contractually connected with OIS. In such cases, the invoices shall be presented to the Customer at the Point of Acceptance directly by the respective company contractually connected with OIS.

3.6 The Customer must sign the delivery note presented by the respective Point of Acceptance. In the case of PIN-code-verified transactions, OMV/OIS and/or the respective Point of Acceptance are not obligated to present a delivery note to be signed. Said signature and/or PIN code entry shall be deemed equivalent to acceptance of the confirmed goods and services. In order to prevent unauthorized use of the OMV Card, the personnel of the Points of Acceptance have the right but not the obligation to check the match between the Card presented and the vehicle which is fueled and/or the person presenting the Card and to confiscate the OMV Card if the details associated with the card do not match the name, image of the Cardholder and/or licence number of the vehicle used or other doubts exist in this regard. The foregoing shall also apply if the Card has been blocked or has expired and with respect to
3.7 Delivered goods shall remain the property of OMV until full payment of all outstanding receivables owed to OMV from the business relationship as well as from an open account relationship with the Customer on whatever legal grounds. The Customer is permitted, as part of proper business operations, to – revocable at any time – sell the goods belonging to OMV, process them for OMV, combine or consume them, but is however not permitted to pledge them or transfer them as collateral. To secure the OMV claims, the Customer shall now transfer, equivalent to the proportional value of the OMV goods, the ownership of the product resulting from processing or mixing as well as from the resale of the OMV goods and the aforementioned share of ownership of the OMV accrued receivables along with all ancillary rights. OMV accepts the transfer. This transfer shall be confirmed to OMV in writing if requested. With the exception of factually founded revocation, the Customer is entitled and obligated to collect the receivables transferred to OMV. In the event that third parties access the property of OMV or receivables transferred to OMV, OMV shall be informed without delay; the third party shall be informed about the rights of OMV. When requested to do so, OMV shall be provided by the purchaser with all of the information and documents necessary to enforce the rights of OMV without delay.

4. Settlement of Accounts

4.1 Purchases of services that are performed in Austria shall be billed to the Customer by OMV or OIS in Euros. Purchases of services abroad shall be billed to the Customer by OIS. Purchases of services that are performed abroad shall be billed to the Customer by OIS. The conversion of the relevant foreign currency into Euros shall be based either on the “closing mid-point” exchange rate as published in the London issue of the Financial Times for the day relevant to the conversion or on the exchange rate determined by the European Central Bank. The decisive day for the conversion is the respective day on which OIS establishes the invoice amounts.

4.2 The complete statement of accounts (which may include in-voices and debit notes), which will be communicated to the Customer by OMV in the form of a summary statement of account, shall be paid by the Customer to OMV in Euros. OMV will also represent the interests of OIS vis-à-vis the Customer.

4.3 The price basis for the settlement of accounts with the Customer shall be the gross sales prices/fees of the relevant Points of Acceptance applicable on the date of purchase of the services. The Cardholder must demand that the Point of Acceptance prepare an invoice for the cases described in the second paragraph of Article 3.4 and Article 3.5, as well as for the settlement of road toll, such as the sale of the Austrian motorway toll sticker if the Cardholder intends to claim a VAT refund.

The invoices shall be presented once or twice a month, according to the respective agreement (which is subject to change). OMV is entitled to charge the Customer a fee and/or system fee. The amount of such system fee and any other fees for services shall be charged to the Customer on the basis of the price list as applicable at the invoice date.

4.4 OMV shall provide the Customer, upon request and for the Customer’s own purposes, invoices in electronic form for all countries in which this is allowed. Printed copies (where applicable) of invoices will no longer be sent by post as part of the electronic invoicing. To this end, the Customer shall be granted access to an online portal provided by OMV (Article 6).

The Customer is responsible for the timely downloading and electronic storage (archiving) of the electronic invoices and for any personal data contained therein. In case the Customer wants a dispatch of electronic invoices via e-mail instead of an online portal solution, he has to explicitly nominate vis-à-vis OMV an e-mail address for this electronic invoice dispatch. The e-mail address shall not contain any personal data, as defined by Regulation (EU) 2016/679 regarding the Personal Data Protection (hereinafter “GDPR”) of the person processing the invoices and shall be in the form of: accounts@nameofcompany.com or similar formats. The nomination can be done via the web-form at http://www.omv.com/card-e-invoicing or per e-mail or fax. Only after receipt of this e-mail address, OMV will provide electronic invoices via e-mail to this specific e-mail address instead of the portal solution. The Customer is obliged to inform OMV immediately and in writing of any change of the e-mail address. The invoices are considered as received the first time they are available, which is on the day they are sent or, if sent outside of business hours, the working day following the day it was sent. In case the Customer has informed OMV in writing of a temporary shutdown of his business, the invoices sent by OMV are considered as received on the first working day after this temporary shutdown period. In case the Customer wants an online portal solution in further consequence, he has to inform OMV thereof in writing through one of the communication methods mentioned above. After receipt of this information, OMV will grant access to the electronic invoices via an online portal. The Customer bears sole responsibility for fulfilling his legal accounting and storage obligations. The Customer consents to the optional forwarding of invoices or invoice supplements in paper form in the event that invoices have to be amended or changed, to his address mentioned in the Agreement for the OMV Card with ROUTEX Function (Antrag für OMV Business Card mit ROUTEX Funktion).

4.5 The amounts stated in the summary statement of accounts will be collected by OMV through automatic bank account debits providing nothing to the contrary has been agreed. The earliest debit date shall be stated on the invoice or summary of invoices.

4.6 The Customer is obliged to notify OMV/OIS of any and all changes to the Customer’s data that may be of relevance for proper invoicing, including without limitation changes to the corporate name, the address and the VAT identification number, within 3 working days of such change being made. Furthermore, the Customer is obliged to inform OMV/OIS of any errors or irregularities in the invoice in writing within 3 working days after receiving the invoice. If the Customer fails to comply with these obligations and OMV/OIS, on account of such failure, incurs any expenses, in particular because of tax payments, late payment charges or other punitive payments, OMV/OIS shall have the right to demand reimbursement of such expenses from the Customer.

The Customer shall fully indemnify and hold OMV/OIS harmless in respect of any loss or damage caused to OMV/OIS because of inaccurate invoices, provided that the inaccuracy of the invoice is due to the Customer having failed to comply with his obligations under this Article 4.5.

4.7 Complaints concerning inaccurate invoice amounts shall be made by the Customer within 4 weeks after the invoice date in writing to OMV Refining & Marketing GmbH, Card Services Department, 1020 Vienna, Trabrennstraße 6–8. For any other complaints, please see Article 7.1.

4.8 If payment obligations of the OMV Group (i.e., OMV Aktiengesellschaft or any company in which OMV Aktiengesellschaft holds a direct or indirect participating interest) vis-à-vis the Customer arise or exist at the time when
5. Use of the OMV Card

5.1 “Credit Limit” within the meaning of these Terms of Business and Delivery shall mean the maximum total value of goods and services that the Customer is entitled to purchase with the OMV Card. However, OMV/OIS is entitled to unilaterally change the Credit Limit at any time if payments are not made on time and/or, in the judgment of OMV (formed, e.g., on the basis of information received from a business information agency), payment on time is no longer assured and/or coverage by credit insurance ceases to apply. Any change of the Credit Limit shall take effect immediately vis-à-vis the Customer and shall be notified to the Customer within a period of 5 working days of the change having been made. If the Customer exceeds the Credit Limit (that has been determined or changed according to the provisions stipulated herein), OMV/OIS shall have the right at any time to refuse to sell and deliver goods or services to the Customer; furthermore, OMV/OIS shall have the right to take appropriate steps, including without limitation steps such as shortening payment deadlines and/or invoice periods and/or demanding additional collateral. Any liability of OMV/OIS for damages, if any, caused to the Customer or third parties because of the sale and delivery of products or services having been refused in accordance with the stipulations of these Terms of Business and Delivery, is excluded to the extent permitted by law.

5.2 OMV is entitled to block the OMV Card at any time and without prior notification of the Customer if, in the judgment of OMV/OIS, indications of improper use of the OMV Card become evident. Subject to Article 7.2, any liability of OMV/OIS for loss or damage, if any, caused to the Customer or third parties because of such blocking of the Card, is excluded.

5.3 The OMV Card is non-transferable and may be used only by the Customer himself or by his employees (hereinafter the “Cardholder”). At the Customer’s request, the OMV Card shall indicate a registration number of the motor vehicle for which the Card is intended. The OMV Card is intended only for the recipient of the goods/service shall be jointly and severally liable vis-à-vis OMV and OIS in respect of all debts to OMV and/or OIS arising out of the use of the OMV Card.

5.4 If automated acceptance of a valid card is not possible for whatever reason, a substitute voucher shall be issued for the purchased goods/services. Such a voucher must be signed by the Cardholder.

5.5 The validity of the OMV Card shall expire on the last day of the calendar month indicated on it. If business has been transacted without complications, OMV shall automatically send the Customer a new OMV Card before the expiration date, unless OMV/OIS or the Customer gives written notice of termination of the contractual relationship and if the Card was used in the last 6 months. The contractual relationship may be terminated by either party at the end of any calendar month subject to giving one month’s prior notice in writing to the other party by registered letter. In the event of good cause, including without limitation to misuse of the Card, default of payment, or the occurrence of difficulties with payment, OMV shall be entitled to terminate the contractual relationship with legal force for OIS in writing at any time without prior notice and block the OMV Cards with immediate effect. Moreover, OMV is entitled to block the OMV Cards immediately if the manner or extent of use of the Card (unusual pattern of transactions) suggests improper use of the Card.

5.6 The OMV Card shall remain the property of OMV and shall become null and void upon termination of the business relationship, revocation of the right to use the Card, expiration of the validity period, as well as the sale or retirement of the motor vehicle for which it was issued. In such cases, except for expiration of validity, the Card shall be returned to OMV without delay. OMV is entitled to block the Card immediately and inform the Points of Acceptance of the invalidity of the OMV Card at the Customer’s expense in the event that the Customer failed to comply without delay with his duty to return the Card.

5.7 The Customer agrees to use the OMV Card only as long as prompt payment of the invoices is assured. If such payment is not made or, in the opinion of OMV (formed, e.g., on the basis of information received from a business information agency), is no longer assured, any further use of the OMV Card is a breach of contract and must be ceased immediately. Further penalty for improper use of the Card. In the event of prompt payment is no longer assured. OMV shall be informed thereof without delay and the cancelled Card shall be promptly returned to OMV. OMV shall also benefit from the rights mentioned in the first sentence of Article 5.8. In any case, any demand by OMV for restitution of the Card shall be satisfied without delay.

5.8 If the Customer defaults on payment, OMV is entitled to revoke the Customer’s right to use the OMV Card(s) even without prior warning, to block the Card(s) with immediate effect, and to inform all Points of Acceptance thereof. Moreover, in the case of default, the Customer shall be required to pay default interest at 5 percentage points above the base rate of the Austrian National Bank per annum as from the due date, and to reimburse the costs of extrajudicial debt collection incurred by OMV/OIS, such as internal costs of reminders, debt collection agency fees in accordance with the Collection Agency Fees Ordinance [Verordnung über die Gebühren der Inkassoinsitute], lawyer’s fees in accordance with the official schedule of charges, and credit rating information costs. The schedule of payments shall also become null and void, which means that the Customer will be required to settle the full amount of the debt outstanding to OMV immediately, regardless of the scheduled due dates, including in the case of payment by installments and deferments. OMV/OIS will communicate the Customer’s
company name and address, the outstanding balance, the reminders and generally the compliance or non-compliance with the existing due dates to creditor protection associations and/or business information agencies. The Customer hereby declares his consent thereto.

5.9 The Customer shall report without delay any changes concerning his person (i.e. the Customer’s contact details), Cardholders’ data inscribed on the OMV Card (i.e. name of the driver) and motor vehicle that may be of relevance, especially changes of the address and motor vehicle licence number and other changes affecting his legal situation. Any changes of the legal situation on the Customer’s side by which the Card is to be transferred to another legal entity are subject to the written consent of OMV and OIS for continued use by the legal successor. The Customer is required, insofar as consent to the above is given, to impose on any legal successor all of his own obligations to OMV and OIS.

6. Use of OMV Fleet Online Services

6.1 The Customer shall receive online access to the OMV Fleet Online Services. The Customer shall ensure access to the internet (World Wide Web) or to the hardware and software required to read and open e-mails and their attachments, all at his own expense. The functional scope of the OMV Fleet Online Services is divided into different modules. Access to the Customer’s electronic invoices is free of charge. The Customer will be informed by e-mail when the electronic invoices are available for downloading. Furthermore, the Customer can also set up additional users for his online access and decide that they have access to certain personal data uploaded in the OMV Fleet Online application, such as the names, image or location of the drivers using the OMV Cards.

6.2 Additional scope ordered by the Customer shall be charged to him. OMV reserves the right to change the respective scope at any time. The Customer and OMV can terminate this service by observing a period of notice of one month to the end of the calendar month. Access is made via the internet by means of a user name and password (which shall not contain personal data, as defined by the GDPR). The Customer is obligated to keep his password strictly confidential. This obligation also applies to the users authorized by the Customer. The Customer shall bear the risk of improper use of passwords including cases in which these should be changed by the Customer or the Customer authorized additional users. Every user who avails of the OMV Fleet Online Service by entering the user name and correct password shall be deemed authorized by the Customer for this access or for performing all of the transactions made. The price information for the respective filling stations in the OMV Fleet Online Services is non-binding and is provided subject to correction. These prices can also change at short notice. For the purchase of fuel, the prices and conditions agreed with the Customer apply exclusively. The OMV Fleet On-line Service and the associated access to electronic invoices shall cease with the termination of the OMV Card contract.

6.3 Any personal data uploaded by the Customer in the OMV Fleet Online Services shall be for its own purposes and use.

7. Card Issuer’s Liability, Exclusion of Warranty

7.1 The liability of OMV is limited to the proper delivery of fuels, oil for use in stoves for domestic heating, lubricants, and AdBlue that are purchased by the Customer at OMV filling stations in Austria. The liability of OIS is limited to the proper delivery of fuels, oil for use in stoves for domestic heating, lubricants, and AdBlue that are purchased by the Customer at OMV filling stations outside Austria. Over and above this, neither OMV nor OIS is liable for proper performance of deliveries of goods and services at the Points of Acceptance, to the extent permitted by law. They offer no warranty or guaranty whatsoever in this respect.

In particular, OMV and OIS shall not be liable if the Point of Acceptance, for whatever reason, fails to acknowledge the OMV Card. Any complaints shall be settled directly with the operator of the filling station [or, in the event that the goods or services were not purchased at a filling station, directly with the provider of the respective goods or services]. In particular, such complaints shall not affect the Customer’s obligation to pay the invoice for the Card to OMV. Any offsetting of the Customer's counterclaims, on any grounds whatsoever, is hereby excluded unless these are undisputed claims or have been determined without further legal recourse. OMV and OIS shall be not liable, particularly in the case of goods and services provided by themselves or by their Contractual Partners abroad, for the possibility of obtaining a refund of the value added tax or similar tax stated in the invoice or of similar taxes from the respective national tax authorities or being able to deduct them as pre-tax.

7.2 Any damage claims against OMV or OIS, for whatever reason are – insofar as they are not already regulated elsewhere or are not attributable to gross negligence or intent on the part of OMV or OIS - hereby excluded to the extent permitted by law.

8. Processing of personal data (Data Processing Clause)

8.1 OIS, OMV and the Customer shall comply with the applicable data protection legislative framework and the GDPR (as of the date of its legally binding applicability, which is May 25th, 2018) in accordance with their respective roles as controller and respectively processor as set out below.

8.2 For the purposes of this Clause 8, processing of data shall refer to any operation or set of operations performed on personal data or on sets of personal data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

8.3 For the purposes of the issuance and use of the OMV Card and OMV Fleet Online Services, the following categories of data may be processed by OIS, OMV or the Customer in the performance and on the duration of the Agreement for the OMV Card with ROUTEX Function to which these Terms of Business and Delivery are attached:

a) data regarding the Customer representatives, or other persons transferred when requesting OMV Fleet Online Services or using the application: gender, name, function, telephone number, e-mail address, signature (hereinafter the “Representative Data”);

b) data regarding the Cardholders, such as the name, image and location of the drivers of the vehicles (hereinafter the “Cardholder Data”);

8.4 For the purposes of requesting OMV Fleet Online Services and using the application, respectively, the parties acknowledge that the Customer shall be the controller of the Representative Data, while OIS and/or OMV shall be the processor(s) of that data and shall process such data in accordance with the instructions of the Controller expressed in these Terms of Business and Delivery.

8.5 The Customer shall be the controller of the Cardholder Data, and OMV/OIS shall be the processor of such data. The
purpose of the processing of the Cardholder Data shall be the designing of a system in which the Controller has the ability, through the use of the OMV Fleet Online Services (application put at the Controller’s disposal by the Processor) and of the OMV Card, to centralize consumption of fuel, detect which car/driver fuels and how much it fuels, prevent exceeding the credit limit or suspicious transactions, prevent unauthorized persons from using the OMV Card and, finally, obtain commercial benefits in the relationship with OMV/OIS.

8.6 In his/their capacity as processor(s), OMV or OIS shall have the obligation to:

a) process the Cardholder and Representative Data only on documented instructions from the controller, these Terms and Conditions and OMV Fleet Online Services being sufficient as an instruction to this end. If the case, the Customer shall instruct the Processor with regard to transfers of personal data to a third country or an international organization, unless required to do so by European Union or Member State law to which the processor is subject; in such a case, the Processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

c) take all measures required for respecting the confidentiality of the Representative and Cardholder Data and the security of the processing (through implementing appropriate technical and organizational measures, as per the GDPR);

d) not engage any other processor of personal data without prior specific or general written authorization from the Customer; in this regard, OIS or OMV are allowed to use subcontractors for the issuance of the OMV Card, after ensuring compliance with this Article;

e) taking into account the nature of the processing, assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller’s obligation to respond to requests for exercising the data subjects’ rights laid down in the GDPR;

f) at the choice of the Controller, delete or return all the Cardholder and Representative Data to the Controller after the end of the provision of services relating to processing, and delete existing copies unless European Union or Member State law requires storage of the personal data;

g) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down above and allow for and contribute to audits conducted by authorities, including inspections conducted by the Controller or another auditor mandated by the Controller in relation to the processing of the Cardholder and Representative Data.

9. Miscellaneous

9.1 OMV reserves the right to unilaterally change these Terms of Business and Delivery at any time. The Customer shall be notified in writing of any amendments to or modifications of these Terms of Business and Delivery, the amount of the payments and/or fees agreed between the Customer and OMV/OIS under Articles 3.1 and 4.3, as well as any other terms and conditions agreed with the Customer. They shall be considered to have been accepted if the Customer fails to object thereto in writing by the end of the month following receipt of the notification by sending a registered letter to OMV. The notification shall inform the Customer of the above-described effect of acceptance. In the event of an objection, the contractual relationship shall be deemed terminated at the end of a further month if agreement is not reached between the parties within that additional month.

9.2 If any individual provision of these Terms of Business and Delivery is or becomes ineffective in law, the effectiveness of the remaining provisions shall not be affected thereby. The parties agree to replace the ineffective provision by a legally effective provision that comes as close as possible to the intended economic effect of the ineffective provision.

9.3 The place of performance for the delivery of all goods and services purchased by the Customer is the respective Point of Acceptance. All legal relationships between the Customer and OMV as well as OIS shall be governed exclusively by Austrian law, to 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.

9.4 Any disputes arising out of this agreement concerning the OMV Card shall be referred exclusively to the courts of Vienna having jurisdiction as regards the subject matter, unless a different jurisdiction is imposed by law or required for the purposes of effective enforcement. OMV shall also be entitled, however, to bring action against the Customer at the court having jurisdiction over his place of business of place of residence.