General terms and conditions

1. General

(1) The company Road-Center e.U., Michael Haydn-Weg 15, 5112 Lamprechtshausen (hereinafter referred to as the operator), operates a loading equipment market on the internet via the internet platform www.paletten-max.com (hereinafter referred to as Paletten-MAX). The purchase and sale as well as the search for loading equipment is exclusively available to entrepreneurs (hereinafter referred to as user) as defined by § 1 of the Austrian Commercial Code UGB and is subject to a fee.
(2) The operator exclusively provides the technical interface between users and does not act as an intermediary or vicarious agent at any time. All specific information is posted by users and does not represent offers or content of the operator. The operator assumes no liability whatsoever for the accuracy and legality of information collected and published by users.
(3) The following terms and conditions apply exclusively to all deliveries and services arising from the contractual relationship between the operator and the user. Terms and conditions of the user are non-binding even if the operator does not expressly object to them.
(4) The operator reserves the right to change or amend these terms and conditions at the end of each billing period. The operator will inform the user of the change by explicit reference on the invoice form or in another written form. The user's consent is deemed to have been given to the amended terms and conditions if he does not immediately object to them but at the latest within 1 month. In the event of unconditional payment of the invoice, consent shall be deemed to have been granted.
(5) Declarations concerning the contract, amendments and changes to the contract must be made in writing to be effective.
(6) If persons (e.g. users) are mentioned in this contract, the designation is to be understood in all forms (f/m/x).

2. Conclusion of contract / reservations and rejection

(1) The user is given the opportunity to register on the website www.paletten-max.com. Within the scope of registration, the user must provide business documents to be named by the operator (e.g. excerpt from the commercial register, business licence, etc.) which are intended, among other things, to verify the identity of the user or the company behind the user. In addition, a licence agreement is also sent to the user, which is to be signed with the company's legally binding signature and returned to the operator.
(2) The contractual relationship is subject to a fee and only begins when the licence agreement is signed by the contracting parties or upon the operator's confirmation that the licence agreement was signed by the user.
(3) During the course of the contractual relationship the user is obliged to inform the operator of any company-related change to his company relevant to the commercial or business register, immediately after registering the change. This applies in particular to transformations, changes of address, as well as the departure or entry of authorised representatives entered in the commercial or business register.
(4) In any case, the operator reserves the right to refuse users the use of Paletten-MAX without giving reasons, as well as to withdraw from the contract with immediate effect due to good cause.
(5) Good cause is shown in particular if information provided by the user that is important for the fulfilment of the contract was false or concealed or if the user repeatedly violates these GTC or if the user engages in criminal or harassing activities via Paletten-MAX.
(5) The transmission of the notice of termination via e-mail is sufficient and is deemed to have been received upon receipt on the user's server.

3. Object of contract

(1) The operator provides the user with a licence to use (hereinafter referred to as licence) the Paletten-MAX user platform in return for a periodic fee. The scope of the licence depends on the individual agreement. The operator may, at their own discretion, enable the user to access Paletten-MAX by a combination of user name and password or by web login.

(2) Paletten-MAX is operated with the aid of servers connected to the internet, which are exclusively accessible via an online connection. Excluded are times when the servers used by the operator are not accessible due to technical or other reasons beyond the operator's control or when the operator carries out necessary maintenance work on the servers to maintain the contractual service, during which disruptions in access according to the state of the technology may be unavoidable. The operator will carry out scheduled maintenance work and upgrades on weekdays before 7.30 a.m. or after 6 p.m., as far as possible, and all day on weekends [CET/CEST].

(3) When granting access authorisation via an online registration with user name and password or for example a web login, the operator reserves the right to impose certain requirements on the composition of a password or to use local security features, such as existing authentication techniques of the operating system of the user's end device.

(4) The selection, procurement and use of the necessary hardware and software and remote data connections are carried out exclusively by the user and at the user's risk.

(5) The operator is entitled to make changes to their products in the course of further development and improvement, provided that this does not restrict the essential performance features.

(6) The user has no right to continuous advice on software technology or to be provided with updates, and in particular has no right to the source code, to reverse engineer, disassemble or modify the software.

(7) The user is prohibited from using the software for further developments of software technology, modified versions or for making copies, including for third parties or other users. Any use beyond this, whether by means of copies, parallel or alternating use at different places of work or for the benefit of different commercial enterprises and/or branches, requires the written agreement of additional licences against payment of a fee.

(8) Paletten-MAX may send the user notifications concerning offers, messages received or transactions via the messenger. Paletten-MAX reserves the right to limit the number, display duration and retention of such messages.

4. The authorisation of use

(1) The licence of use granted with the contract only applies to the individually agreed scope, e.g. for a certain number of personal single accesses or an agreed data volume in the user's commercial enterprise per branch, independent or dependent, to Paletten-MAX and is not transferable to third parties or other branches. Any multiple use exceeding the scope of the licence is prohibited and requires the written agreement of additional licences.

(2) The licence of use only applies to the input and query of trade-specific data in the ordinary course of business. All information must be truthful and must be proven to the operator upon request. Obsolete or collected data must be deleted.

(3) Usage of Paletten-MAX for the following purposes or content is not permitted:

a) Unsolicited messages, such as spam, mass enquiries, general advertising and offers.

b) Illegal purposes, false statements, sham offers, deception or misleading information.

c) Violation of rights, such as personal rights, intellectual property or the privacy of third parties.

d) Establishing data collections, in particular those enabling the creation of a profile of another user.

e) Entering program codes that influence the functionality of an end device or this software.

f) Content which hinders, harasses or damages Paletten-MAX or third parties, such as other users, for example through boycott calls, chain letters, stalking, threats, insults, slander, discrimination, expressions of hate, damage to business, expressions of a sexual nature, depictions of brutality, violence or nudity.

g) Content that violates applicable law or morality or which the user is not authorised to transmit.

(4) The data provided by Paletten-MAX may only be extracted via the existing export or print function. Automation of the use of Paletten-MAX, whether by means of an interface, third-party software, bots, scripts or other aids that deviate from the standard of commercially available browsers such as Chrome™, Firefox® or Microsoft Edge®, requires the written consent of the operator.

(5) All Paletten-MAX offers that grant unlimited use at a fixed price are subject to the fair use principle. Through this principle, Paletten-MAX aims to provide all users with a fair and high-quality experience. Therefore, the operator reserves the right to take appropriate measures to restrict a user's licence to use, if the user utilises the resources of Paletten-MAX through his personal behaviour in a way that the fair distribution of the available server capacity, bandwidth or storage capacity is not only insignificantly impaired. Such restrictions may take the form for example of limiting the number of queries or transactions per minute in relation to one licence or limiting the memory space.

(6) The operator reserves the right to interrupt a user's connection to Paletten-MAX and to delete data if this avoids or ends a violation of applicable law or morality. The same applies if the existence of Paletten-MAX, a software or an application is at risk of technical damage by the user.

(7) If the user violates these provisions or a contractual obligation or is in default with the remedy of another breach of contract after a warning, this entitles the operator to an extraordinary termination of the contract. In this case, the operator is released from their obligation to perform and can temporarily or permanently block the user's access, but the operator retains the claim to the consideration.

(8) The user indemnifies Paletten-MAX from all claims and demands of third parties arising out of the use of the software by the user which is not in accordance with the intended purpose or in breach of contract and indemnifies and holds Paletten-MAX harmless in this respect.

(9) For each case of culpable breach of contract, the user must pay a contractual penalty, irrespective of fault and not subject to the judicial right to reduce the penalty, in the amount of the fee for twelve months.

4b. The authorisation to use the "messenger" and "chat" features

(1) The messenger and chat features allow the user, if agreed, to send messages within Paletten-MAX to another user or a number of users registered for the feature.

(2) The messenger and chat features are not a substitute for general public means of communication and are in particular not suitable for transmitting emergency calls or similar alarms to competent institutions or authorities.

(3) For the use, it is necessary to set up and maintain a user profile. When the messenger and chat have been set up, a user can be shown in Paletten-MAX as ready to receive messages.

(4) The respective registered user is solely responsible for the content of the messages sent. Messages sent by users do not represent any opinion of the operator, nor does the operator agree with them or adopt them as their own.

(5) Paletten-MAX does not guarantee that a message will reach its destination. Likewise, it is not guaranteed that the person who is indicated as the sender or recipient of a message actually corresponds with the person sending or receiving it.

(6) The operator reserves the right, but is not obliged to check a user's messages in compliance with the secrecy of telecommunications and in the event of a breach of section 4 (2) of these terms and conditions, to block such messages or to temporarily or permanently block the user's data or the user's access to the messenger and/or chat.

(7) The user acknowledges that a message sent via the messenger and chat features may be stored by the operator on a server for a period of at least 3 months in compliance with the secrecy of telecommunications for transmission to the respective selected user and enables him/her to display the message.

(8) Paletten-MAX will retain the user's message on the server until the message is deleted at the request of all users participating in a communication or until the expiration of a period of at least 3 months from the date the message was created and sent, provided that no other legal, judicial or official requirement, permission or enforceable order has been issued. After the minimum storage period of 3 months, the user must expect the deletion of the message without further notice.

(9) Compliance with any obligation to retain messages is the sole responsibility of the user.
For this purpose, a print feature is available to the user to enable separate storage.

4c. The authorisation to use the feature "download of forms"

(1) The operator provides various brochures and information leaflets on pallets as well as their own forms for downloading under the "download forms" feature.

(2) The forms provided by the operator have been prepared to the best of the operator's knowledge and belief. However, the operator makes no claim as to the correctness or completeness of the content, so that any liability on the part of the operator arising from the use of the forms offered for download by the user is excluded.

5. The fee for use

(1) The user fee is charged in monthly invoice periods and is due in advance at the beginning of the period of usage. It must be paid into the operator's account free of charges by the third working day of the respective period at the latest.

(2) Invoices for additional services by Paletten-MAX are due immediately.

(3) All costs of payment are borne by the user with the exception of the legal regulation for SEPA payments.

(4) Unless expressly agreed otherwise, the operator is entitled to create and transmit invoices electronically. If the user does not provide a suitable e-mail address for this purpose or if the user wishes to receive a paper invoice, the actual additional expense incurred will be charged for this.

(5) If the operator has granted a discount to a user for advanced payment of licence fees for a certain billing period, this discount ceases to apply retroactively to the contract or part of the contract if it is terminated before the end of this period due to notice of termination by the user. The same applies if the termination is carried out by the operator due to good cause.
In these cases, the operator is entitled to invoice the part of the fee after the fact, with immediate maturity.

(6) The operator is entitled to appropriately increase the price of the agreed licence annually, unless an express price guarantee has been agreed for the respective period. The operator will announce the price increase in writing or electronically with a period of at least 4 weeks in advance. If the price increase amounts to more than 5% compared to the same period of the previous year, the user has the right to terminate the contract within 14 days from the time the increased price applies. The discontinuation of a discount or the expiry of a limited special agreement is not a price increase within the meaning of this provision.

(7) If the operator does not make use of the right to increase prices once or several times, this does not constitute a waiver of the right as such.

(8) Advance payment does not grant a price guarantee for the period paid for in advance.

(9) The user is neither entitled to offset nor to retain the fee due to their own claims against the operator.

(10) If the user is in default with an amount corresponding to a usage fee for one month for a period of more than 7 calendar days, the operator is entitled to terminate the contractual relationship for good cause without notice. Further claims for damages remain unaffected by this.

5a. Terms of payment

(1) The user may choose to pay the user fee by invoice, direct debit or credit card.

(2) In the case of payment by direct debit (by means of direct debit authorisation), the user revocably authorises the operator to collect the payments to be made by him from the user's account by means of recurring SEPA direct debit when they fall due. The user's account-holding bank is hereby also authorised to honour the direct debits. The latter is also entitled to return direct debits, in particular if the account does not have the required cover. Partial payments are not to be made.

(3) The collection on the respective due date shall be announced in advance with the invoice at least one day before the due date. The user shall ensure that the account is covered accordingly.

(4) Users abroad must ensure that the invoice amount is received in full in euros on the operator's account.

(5) In the event of a return debit note for which the user is responsible, the operator shall charge a lump-sum compensation of € 3.

(6) The payment provider Global Payments enables simple and secure payment by credit card. After submitting the order, the user is automatically taken to the secure payment form and must enter his name, the credit card number, the expiry date of the credit card and the "PIN" (3 digits on the back of the credit card). By the final confirmation of the payment by the user, the user gives the revocable order to collect the payments to be made by him on a recurring basis when due from the credit card account disclosed and to credit the usage fee to the account of the operator. The credit card information shall not be stored by the operator. Any fees arising from the payment (exchange rate-related bank fees, bank commission for payment operations not carried out in the country of issue of the bank card, other bank commissions, etc.) shall be borne by the user. These fees correspond to possible fees charged exclusively by the user's banking institution based on the use of his bank card.

You can find out more about the payment provider Global Payments at https://www.globalpayments.at/de-at.

(7) The collection of the usage fee shall be made monthly in advance for the payment methods direct debit and credit card and shall end with the termination of the contractual relationship (cf. points 7 and 8 of these GTC). If the user has a credit balance after termination of the contract, this will be transferred back to the means of payment chosen by the user.

6. Equal treatment, sub-licences, property rights

(1) The licence grants the user access to Paletten-MAX in addition to other users without entitlement to preference over other users.

(2) The contract concluded with the user does not entitle the user to grant sub-licences or to pass on the data or usage options obtained through Paletten-MAX to third parties or to use the software used in Paletten-MAX (hereinafter referred to as software) for their own IT property rights.

(3) The software and its source code are protected by copyright and are the exclusive property of the operator and/or their licensers. The user acknowledges that an infringement of the exclusive rights of the operator and/or their licensers may lead, among other things, to claims for damages and injunctive relief.

7. Term of contract / termination

(1) The licence agreement concluded between the user and the operator is concluded for one month. The term of the contract is extended by 1 month if the contract is not terminated with proper notice beforehand by one of the parties.

(2) The licence of use is valid from the time of activation by the operator and ends at the same time as the contractual relationship.

(3) During a free test phase, either party may terminate this contract without observing a period of notice.

(4) After expiry of the free test phase, the licence agreement may be terminated by either party with the end of the calendar month without giving reasons and with 14 days of notice. The right to terminate the contract prematurely for good reasons remains unaffected by this.

(5) Notice of termination must be given in writing. The transmission of the termination via e-mail is sufficient and is deemed to be received upon receipt on the user's server.

(6) Upon termination of the contract, the user must immediately delete all software installed and obtained from the operator excluding any right of retention, and must refrain from any use of Paletten-MAX. Likewise, the user shall thereafter cease further data delivery to any agreed interface.

8. Extraordinary termination

(1) Each party is entitled to terminate this contract without observing a period of notice if they have a good cause.

(2) A good cause which entitles the operator to terminate the contract prematurely exists in particular if:

a) the user is in default with an amount corresponding to a usage fee for one month for a period longer than 7 calendar days;

b) the user becomes insolvent or there is a threat of insolvency;

c) insolvency proceedings have been opened over the assets of the user or the opening has been rejected for lack of assets;

d) the user engages in criminal or harassing activities via Paletten-MAX, if information provided by the user that is important for the fulfilment of the contract was untruthful or concealed;

e) he user repeatedly breaches these terms and conditions despite warning;

f) the user culpably breaches provisions of these terms and conditions that jeopardise the achievement of the purpose of the contract or which entitle the user to be blocked in accordance with section 4;

g) the user, his legal representatives or companies associated with him enter into competition with the operator.

9. Warranty / liability / obligations of the user

(1) The operator exclusively guarantees that Paletten-MAX is suitable for use to the agreed extent. Information in product descriptions, brochures and user instructions provided by the operator represent non-binding recommendations.

(2) Any further liability on the part of the operator is excluded. In particular, the operator assumes no liability for the topicality, the correctness and completeness of the data posted by other users or for the compatibility of Paletten-MAX with the user's technical environment or with remote data connections used.

(3) The setting up of hyperlinks and the information accessible from the homepage www.paletten-max.com via hyperlinks on the websites of third parties are not part of the contractual services. They also do not serve to describe the contractual performance obligations in more detail. The hyperlinks or the pages accessible via these hyperlinks are not continuously checked, so that the operator assumes no liability for their content or accuracy.

(4) The operator is not liable for damages that different users inflict on each other, whether through loss or transmission errors of data or in any other way.

(5) The operator is not liable for harmful software or programme codes (viruses, trojans, worms, etc.) which are embedded by users via Paletten-MAX or are transmitted in their documents, etc. and spread from there. The user who transmits such harmful software is solely liable for the resulting damage.

(6) The operator is neither a contractual partner nor intermediary of a contract concluded between users with the help of Paletten-MAX or messenger of a declaration that is relevant in this respect. Therefore, the operator does not in any way guarantee the proper execution of the agreed contracts between the users or the achievement of an economic success. The user is obliged to check the accuracy of the data and information transmitted to him by third parties with his own due diligence.

(7) Messages sent or displayed by users via Paletten-MAX do not constitute statements or opinions of the operator, nor does the operator agree with or adopt them. The operator does not guarantee that a message or notification sent via Paletten-MAX will reach its destination or be received and read by the addressed user. Similarly, it is not guaranteed that the person indicated as the sender or recipient of a message or notification actually corresponds to the person sending or receiving the message or notification.

(8) The user indemnifies the operator from all liabilities arising from the fact that the user does not use Paletten-MAX as intended according to this contract. The operator concludes the same agreements with other users and, if applicable, assigns (after prior satisfaction of their own claims for damages from Paletten-MAX) any existing claims for damages against other users to the user in order to cover damages.

(9) The limitations or exclusions of liability in this contract for damages to the user do not apply in cases of:

a) intentional or grossly negligent causation by the operator or their vicarious agents;

b) culpable breach of an essential contractual obligation by the operator or their vicarious agents which is to be granted according to the meaning and purpose of the specific contract or the fulfilment of which makes the proper performance of the contract possible in the first place and observance of which may be regularly relied upon;

c) the no-fault legal liability of the operator, such as the Product Liability Act or

d) the legal liability for injury to life, body or health of a person by the operator or their vicarious agents.

(10) The burden of proof for the existence of intentional or grossly negligent conducted on the part of the operator lies with the user.

(11) For damages caused by negligence, the liability of the operator is limited to five times the monthly usage fee.

(12) The liability of the operator for indirect damage, such as consequential damage, mere financial losses, savings not achieved, loss on interest, loss of profit, loss of data and of damage from third party claims is expressly excluded, and in particular also in the case of loss of use of Paletten-MAX.

(13) The user is solely responsible for the use of his login to Paletten-MAX and must refrain from any improper use and any attempt to retrieve information without authorisation himself or through third parties or to interfere with the Paletten-MAX systems. The user must also ensure that the software used by him and also documents transmitted are free of viruses or other malware. Should the operator, Paletten-MAX or other users suffer damage from the violation of these obligations, the user undertakes to compensate for this damage and in particular for the costs incurred, including those

expenses incurred by the operator through inspection of the facilities and/or resulting from such defects and malfunctions that lie within the user's responsibility.

(14) The user must inform the operator without delay about access possibilities for unauthorised third parties, other known or suspected breaches of data security, or alleged claims by third parties against the use of Paletten-MAX by the user and to provide all other relevant cooperation without delay and free of charge for the operator, in particular if requested to do so by the operator and the necessary measures do not exceed a reasonable expense in order to enable an effective legal defence.

10. Data protection

(1) The operator collects the following personal data, to be specific name, e-mail address(es), address(es), telephone number(s), company data, such as in particular VAT ID number, data on the foundation of the company, place of business (country), business licence and company purpose, within the scope of and for the purpose of fulfilling the contract with the aid of automated systems.

(2) If the user discloses further personal data in addition to the data provided in the course of registration, such as in the messenger or in the chat, or enters such data in his profile, the user implicitly consents to the processing of such data by the operator with the disclosure of the data. The same also applies if the user enters personal data of third parties on the platform (e.g. pallet traders, customers of the user, etc.) or discloses such data to other users.

(3) The operator processes and determines the personal data automatically in accordance with Art. 6 lit. b) in conjunction with lit. a) GDPR for purposes that serve the use of Paletten-MAX.

(4) In order to fulfil the contract, the operator uses data processors with whom corresponding contracts have been concluded to ensure the confidentiality of personal data. Any further transfer of data only takes place after separate consent is given.

(5) If the processing of the user's data is based on a declaration of consent, a revocation of the consent does not affect the lawfulness of the data processed up to that point.

(6) More information on the processing of personal data can be found in the Road-Center e.U. privacy policy, available at www.paletten-max.com.

(7) The user acknowledges that the data disclosed by the user in their data profile on Paletten-MAX can be viewed by other users as well as processed by them outside the control of the operator.

(8) The user further acknowledges that an objection to or restriction of data processing as well as a request for deletion of personal data may result in the fact that proper performance of the contract can no longer be guaranteed, i.e. that the use of Paletten-MAX may no longer be possible.

11 Statute of limitations

(1) All claims against the operator, regardless of the legal ground and the degree of fault, are subject to a limitation period of six months. The limitation period begins when the entitled party becomes aware of the claim.

12 Other provisions / jurisdiction

(1) The contractual relationship is subject to Austrian law, excluding the reference provision as well as the UN convention on contracts for the international sale of goods.

(2) These terms and conditions are provided in German and English, but the German version prevails.

(3) The language of the contract is German.

(4) The registered office of the operator in A-5112 Lamprechtshausen is agreed as the place of performance for all mutual services arising from the contract.

(5) Any disputes between the parties arising in connection with this agreement, including disputes about the effective existence of this agreement, as well as disputes relating to individual agreements concluded in execution of this agreement, the jurisdiction is agreed to be attributed to the court competent in the subject matter of the dispute for A-5020 Salzburg.

13 Severability

(1) Should one or more provisions of these terms and conditions prove to be entirely or partially invalid, the validity of the remaining provisions of this agreement is not affected. In order to replace the invalid provision or to fill the gap in the provision, the contracting parties are obliged to agree on a valid provision that comes as close as possible to the intended content of this agreement.
(2) If provisions of these terms and conditions need to be interpreted or amended, the interpretation or amendment takes into account the purpose and content of the contract as far as possible, as well as the presumed will of the contracting parties, if they have recognised the need for interpretation or amendment. The same applies in the case of loopholes.

Status: 03.03.2021