

## GENERAL TERMS AND CONDITIONS

### General Terms and Conditions (GTCs) for all contractual relationships with Tiroler Zeltverleih GmbH

#### 1. Scope of Application

These General Terms and Conditions (hereinafter referred to as "GTCs") apply exclusively to all contractual relationships (in particular to purchase contracts, lease contracts, contracts for services, and service contracts) between Tiroler Zeltverleih GmbH (hereinafter referred to as "*Tiroler Zeltverleih*") and its respective contracting party (hereinafter referred to as the "*Customer*") in their version valid at the time of the formation of the contract, provided that the contractual relationship is not based on any other GTCs of Tiroler Zeltverleih (e.g. during purchase of goods from an online store of Tiroler Zeltverleih).

Any other conflicting provisions in the Customer's GTCs are not recognised by Tiroler Zeltverleih.

#### 2. Contracting Parties

The contracting party of the Customer is

*Tiroler Zeltverleih GmbH*  
*Hans-Liebherr-Straße 19*  
*6410 Telfs*

CRN: 54699 s, Innsbruck Regional Court  
 VAT No. [UID]: ATU31242401  
 Directors: Barbara Kratzer, Richard Kratzer

Telephone: 05262/622 52  
 Fax: 05262/622 52-15  
 Email: [info@tiroler-zeltverleih.at](mailto:info@tiroler-zeltverleih.at)

#### 3. Purchase Order and Formation of Contract

The goods and services advertised for purchase or lease by Tiroler Zeltverleih do not constitute a legally binding offer; they are merely an invitation to the viewer to submit a purchase offer to Tiroler Zeltverleih for the formation of a contract.

A contractual relationship between Tiroler Zeltverleih and the (future) Customer only materialises with the acceptance of the offer by the Customer, but not later than with the delivery or transfer of the ordered goods to the Customer or with the start of the service provision to the Customer.

#### 4. Prices

All prices are net prices unless sales tax is shown in individual cases, plus shipping costs and any packaging costs which are expressed separately during the formation of the contract.

#### 5. Tent Rental

##### a) General Remarks

The tent with accessories (hereinafter referred to as "*Rental Item*") provided by Tiroler Zeltverleih in return for payment shall be delivered by Tiroler Zeltverleih or picked up at the place of business of Tiroler Zeltverleih and brought to the tent site by the Customer at their own expense and risk.

The Rental Item shall be assembled and disassembled under the supervision of a tentmaster of Tiroler Zeltverleih.

##### b) Tent Site

The Customer must provide an even area suitable for the erection of the Rental Item and is responsible for restoring the area to its former condition after disassembly of the Rental Item. The area must be even, compacted, suitable for building and closed off. The soil must have an anchor capacity/soil compression of at least 400 kN/m<sup>2</sup>. The access and exit routes as well as the set-up site must be usable by trucks with trailer (42 tons). The Customer must determine and indicate the exact set-up site. The Customer shall be solely responsible for any adverse consequences caused by an unsuitable area.

There must be sufficient storage for empty containers, transport cradles, residual material and lifting equipment in close proximity to the set-up site; otherwise, Tiroler Zeltverleih shall be entitled charge the Customer separately for any costs incurred, especially for the costs of temporary storage.

Securing, fencing and lighting of the tent site is the responsibility of the Customer. They are also responsible to make sure that there are no cables or pipes running through the ground at and around the tent site and that there are no overhead lines spanning the site. The Customer undertake to fully indemnify, defend and hold harmless Tiroler Zeltverleih from and against any damage

caused by inadequate securing, fencing and lighting or caused by violation of safety obligations with regards to the Rental Item and the tent site in general.

**c) Tent Assembly and Disassembly**

The assembly and disassembly of the Rental Item takes place in accordance with the agreement. After the agreed rental period, all installations and equipment of any kind shall be removed so that disassembly of the Rental Item can begin after the arrival of Tiroler Zeltverleih's tentmaster at the site.

In order to prevent any damage to the Rental Item, assembly and disassembly may only be carried out under the supervision of Tiroler Zeltverleih's tentmaster. The Customer shall designate a reliable person as "*tent warden*" who shall take over the Rental Item either at the business location of Tiroler Zeltverleih or at the site and support Tiroler Zeltverleih's tentmaster during assembly and disassembly of the Rental Item.

The adult helpers which must be provided by the Customer must be suitable for the work to be carried out. The helpers must have the equipment required by the applicable safety regulations at the tent site (personal protective equipment).

**d) Transfer and Return**

There shall be no changes made to the structure after its transfer (especially to the cable bracings). If any parts of the structure, roofing or tarpaulins become loose or detach, the Customer must immediately inform Tiroler Zeltverleih and undertake the necessary safety measures themselves. In case of a storm or thunderstorm threat, the Customer are obligated to thoroughly close all entrances and exits immediately; otherwise, they will be liable for compensation.

Climatic conditions (high atmospheric humidity, large differences in temperature) can lead to water condensation on the underside of the roof. This can be prevented by timely ventilation and/or heating. Tiroler Zeltverleih does not assume any liability for this natural phenomenon.

The Customer may not place any stickers, posters or writings on the Rental Item. The Customer shall bear the costs associated with cleaning and restoring of the material.

Attaching any suspended loads inside or outside the tent requires the written consent of Tiroler Zeltverleih.

After the rental period, the Customer shall return the Rental Item to Tiroler Zeltverleih's tentmaster. The toilet facilities/containers shall be handed over in clean condition. They shall be returned in clean condition; otherwise, the Customer is charged a cleaning fee.

**6. Tents for Self-Assembly**

**a) General Remarks**

The steel frame tent or folding tent with accessories (hereinafter referred to as "*Rental Item*") provided by Tiroler Zeltverleih in return for payment shall be picked up at the place of business of Tiroler Zeltverleih and brought to the tent site by the Customer at their own expense and risk as well as returned to the place of business of Tiroler Zeltverleih after the agreed rental period.

Assembly and disassembly of the Rental Item shall be carried out by the Customer without any supervision by Tiroler Zeltverleih.

**b) Tent Assembly and Disassembly**

The proper assembly of the Rental Item will be explained to the Customer at the place of business of Tiroler Zeltverleih or, upon an appropriate agreement, at the site.

The Rental Item shall be fixed with ground pegs or weights (depending on the tent). Ground pegs must be driven in completely. Weights must be fastened properly. Every post comes with ground pegs or weights.

**7. Rental of Heating Equipment**

**a) General Remarks**

The heating system with accessories (hereinafter referred to as "*Rental Item*") provided by Tiroler Zeltverleih in return for payment – either as an option together with a tent or on its own – shall be delivered by Tiroler Zeltverleih or picked up at the place of business of Tiroler Zeltverleih by the Customer at their own expense and risk. The process of putting the Rental Item into operation is explained at the place of business of Tiroler Zeltverleih or at the site.

**b) Putting into Operation and Operation**

The Customer must designate a responsible person for putting the Rental Item into operation and its supervision. It is the Customer's responsibility to provide the electricity supply required for the operation of the Rental Item.

The Customer confirm that they received the Rental Item in operational condition. The Customer undertake to protect the Rental Item from any excessive strain and to ensure the proper maintenance and care of the Rental Item according to the instruction manual.

Refuelling of the Rental Item shall always be done by the Customer at their own expense. The used fuel must be heating oil or diesel. Diesel with an appropriate additive ("winter diesel" or "alpine diesel") must be used and the oil preheater at the tank must be turned on in temperatures below 5 degrees Celsius. The oil preheater must always be submerged in oil when turned on. It is absolutely imperative that only clean fuel is used.

The Customer must immediately inform Tiroler Zeltverleih about any malfunction in order to facilitate immediate necessary measures (repairs). Tiroler Zeltverleih perform all repairs necessary due to normal wear and tear themselves at their own expense. Any costs for repairs performed by the Customer without Tiroler Zeltverleih's consent shall be borne by the Customer. Any costs incurred by improper use, improper maintenance (contaminated fuel etc.) or by unauthorised intervention of a third party shall be borne by the Customer.

The Rental Item may only be put into or taken out of operation by persons who have been instructed by a Tiroler Zeltverleih employee. Modifications of the Rental Item are only allowed after prior written consent of Tiroler Zeltverleih.

#### **c) Return**

After the agreed rental period, the Customer shall pump the heating oil from the tank; otherwise the difference is calculated in the following way: if the amount of fuel is below the amount at delivery, the Customer are charged €1.20 per missing litre; if the amount of fuel is above the amount at delivery, the Customer are credited €0.60 for every excess litre.

After the agreed rental period, the Customer shall return the Rental Item to Tiroler Zeltverleih in good order and condition. Depending on the agreement, the Rental Item will be picked up by Tiroler Zeltverleih or can be returned to the place of business of Tiroler Zeltverleih by the Customer at their own expense and risk.

### **8. Common Provisions for Tent Rental, Tents for Self-Assembly, and Rental of Heating Equipment**

#### **a) Snow Load**

**Attention:** Unless otherwise stated by Tiroler Zeltverleih, there are no snow load calculations available for the tent; it is therefore absolutely imperative to clear and/or heat the tent in the event of snowfall (permanent inside temperature of at least 12°C). In such case, the tent must always be kept free from snow. The Customer shall bear the full costs (repair costs etc.) for all damage occurred to the tent due to snow load.

#### **b) Technical Installations**

All technical equipment and installations may only be put into operation (installed) and taken out of operation (removed) by a licensed specialist company. The electrical installations may only be installed by a licensed specialist company in accordance with the current safety regulations of the Austrian Electrotechnical Association [ÖVE]. The Customer shall provide an adequate electrical supply to the tent site and/or to the tent heating for the purposes of assembly and disassembly.

#### **c) Building Regulations, Permits**

The Customer shall obtain all official permits required by state and federal building regulations and fire protection regulations at the responsible authority in a timely manner so that they are received prior to the assembly of the Rental Item.

If necessary, documentation for the tent according to legal requirements or a static calculation shall be provided by Tiroler Zeltverleih for the duration of the rental period. All costs hereof are borne by the Customer.

#### **d) Liability, Defence and Indemnity Obligations**

The responsibility for all damage to the Rental Item or for all damage to persons or property of a third party arising out of dangers associated with the Rental Item from the transfer of the Item at the place of business of Tiroler Zeltverleih or at the site until the return of the Rental Item – more specifically, until loading of the Rental Item onto the transport vehicle of Tiroler Zeltverleih (truck, with trailer, if necessary) is completed – or – if the return is done by the Customer – until the transfer of the Rental Item at the place of business of Tiroler Zeltverleih shall solely rest upon the Customer. This also applies in particular to damage due to force majeure. However, the applicability of art. 6 par. 1 of the Austrian Consumer Protection Act [KSchG] with respect to consumer transactions remains unaffected.

The Customer undertake to fully indemnify, defend and hold harmless Tiroler Zeltverleih from and against any damage caused by inadequate securing and use or caused by violation of safety obligations with regards to the Rental Item in general.

The Customer shall be charged the costs for rectifying all damage to the Rental Item caused by improper handling – particularly to the tarpaulins, the tent frame (particularly by throwing or dumping from the vehicle), the heating system, etc. Furthermore, the Customer shall be responsible for any loss of parts or accessories of the Rental Item (e.g. lost (tent) parts, tools, etc.).

Accidental delays or delays caused by force majeure during delivery of the Rental Item shall neither entitle the Customer to a withdrawal from the contract nor to any claims for damage.

In any case, the Customer shall provide proof that they or their agents are not at fault.

**e) Lending Ban**

The Customer is not entitled to lend the Rental Item to third parties, to subrent it or to transport it abroad.

**f) Intellectual Property**

The transmitted tent plans are the intellectual property of Tiroler Zeltverleih. Disclosure, reproduction or any other use reserved solely to the author pursuant to art. 14 ff. of the Austrian Copyright Act [Urheberrechtsgesetz] is expressly prohibited.

**g) Insurance**

The Rental Item is only insured against fire damage. The Customer shall compensate Tiroler Zeltverleih or their insurance for the damage if the Customer are at fault for such damage.

The Customer are advised to obtain an accident insurance, liability insurance and/or other insurance coverage, particularly against damage, vandalism, natural disasters, etc., for the duration of the rental of the Rental Item.

**h) Cancellation Fees**

As there is no right of revocation, Tiroler Zeltverleih is entitled to the following cancellation fees in the case of a withdrawal from the contract:

- 30% of the agreed total gross amount in general
- in case of a cancellation within 4 weeks before the agreed rental start: 50% of the agreed total gross price
- in case of a cancellation within 1 week before the agreed rental start: 80% of the agreed total gross price
- in case of a cancellation within 2 workdays before the agreed rental start: 100% of the agreed total gross price

**i) Unpredictable Additional Work – Hourly Rate**

After the agreed rental period, the Customer shall return the Rental Item to Tiroler Zeltverleih in good order and condition. The toilet facilities shall be returned in clean condition.

Tiroler Zeltverleih is entitled to charge the Customer €50.00 for every started hour for any additional work incurred in conjunction with the return of the Rental Item, particularly for

- Cleaning of the toilet facilities,
- Emptying the Rental Item (particularly the tent),
- Waste disposal,
- Storage of empty containers.

**9. Sales Contracts**

**a) General Remarks**

Sales Contracts with Tiroler Zeltverleih can be concluded via email, phone or in person at Tiroler Zeltverleih's or the Customer's place of business.

**b) Delivery and Bearing of Risks**

The ordered goods are delivered to the delivery address disclosed by the Customer.

If the Customer is an entrepreneur within the meaning of art. 1 par. 1 item 1 of the Austrian Consumer Protection Act [KSchG], the ordered goods shall be deemed transferred as soon as they are handed over to a person entrusted with its carriage (e.g. carrier, postal service, etc.) and the Customer shall bear the risk for any loss and/or damage of the goods from that moment on.

If the Customer is a consumer within the meaning of art. 1 par. 1 item 2 of the Austrian Consumer Protection Act [KSchG], the provisions with regards to the moment of delivery and the bearing of risks regulated by law shall apply. If Tiroler Zeltverleih ships the ordered goods to the Customer, the risk for any loss of and/or damage to the goods shall be transferred to the Customer only when the goods are delivered to the Customer or to a third party designated by the Customer which is not the carrier. If the contract of carriage has been concluded by the Customer themselves without making use of the options suggested by Tiroler Zeltverleih, the risk shall already be transferred during handing over of the goods to the carrier.

Furthermore, the Customer has the option to pick up the ordered goods at the place of business of Tiroler Zeltverleih in 6410 Telfs, Hans-Liebherr-Straße 19, whereby no shipping costs apply.

### **c) Legal Warranty and Guarantees**

Tiroler Zeltverleih warrants to the Customer that the ordered goods correspond to the agreement.

If the Customer is an entrepreneur within the meaning of art. 1 par. item 1 of the Austrian Consumer Protection Act [KSchG], a warranty period of 6 months from the receipt of the ordered goods shall apply. A deficiency of the goods which the Customer have or should have detected via inspection in a proper course of business after the delivery must be claimed by the Customer within a reasonable amount of time; otherwise, the Customer shall lose their rights to warranty claims, claims for damage due to the deficiency as well as claims of error with regard to the correctness of the goods.

If such a deficiency is uncovered at a later time, it must also be claimed within a reasonable amount of time; otherwise, the Customer shall lose they rights to warranty claims, claims for damage due to the deficiency as well as claims of error with regard to the correctness of the goods in relation to this deficiency.

If the Customer is a consumer within the meaning of art. 1 par. 1 item 2 of the Austrian Consumer Protection Act [KSchG], a warranty period of 2 years shall apply. With respect to material defects, the period shall begin on the day on which the goods are delivered to the Customer.

In contrast to the legal warranty, a guarantee is a manufacturer's voluntary and widely customisable service for the Customer in addition to the legal warranty (e.g. a guarantee of durability for a certain period of time). A guarantee is often tied to certain conditions and often only applies to parts of the whole product. With the exception of goods manufactured by Tiroler Zeltverleih, Tiroler Zeltverleih cannot give out any information if and under which conditions the manufacturer of the ordered goods will provide a guarantee service; instead, the Customer must gather such information about any guarantees granted by the manufacturer from the corresponding package information of the goods or by contacting the manufacturer directly.

### **d) Retention of Title**

Tiroler Zeltverleih remains the owner of the goods until payment for the ordered goods is made in full.

### **10. Liability**

With the exception of personal injuries, Tiroler Zeltverleih is not liable for any damages, insofar as this damage is not caused by deliberate or grossly negligent behaviour of Tiroler Zeltverleih, of its legal representatives or agents and the behaviour causing the damage does not relate to the Tiroler Zeltverleih's main obligations of the concluded contract. This exclusion of liability does not apply to completely unforeseeable or atypical damage which the Customer could not have anticipated.

### **11. Safety Information for Sold Tents and Lightweight Halls**

The tent may only be erected or assembled on an even area suitable for the erection or assembly of the tent. The soil should have an anchor capacity/soil compression of at least 400 kN/m<sup>2</sup>. Documentation for the tent according to legal requirements or a static calculation shall be provided on Customer's request for a fee.

The Customer are responsible for securing, fencing and lighting of the tent site. The Customer undertake to fully indemnify, defend and hold harmless Tiroler Zeltverleih from and against any damage caused by inadequate securing, fencing and lighting or caused by violation of safety obligations with regards to the tent and the tent site in general.

The Customer are informed that they may need to obtain permits required by law for the erection or assembly of the tent, in particular pursuant to state building regulations and fire protection regulations.

Climatic conditions (high atmospheric humidity, large differences in temperature) can lead to water condensation on the underside of the roof. This can be prevented by timely ventilation and/or heating. Tiroler Zeltverleih does not assume any liability for this natural phenomenon.

The Customer is obligated to dispose of the packaging materials and other waste resultant from the delivery of the ordered goods at their own expense.

**Attention:** Unless otherwise stated by Tiroler Zeltverleih, there are no snow load calculations available for the tent; it is therefore absolutely imperative to clear and/or heat the tent in the event of snowfall (permanent inside temperature of at least 12°C). In such case, the tent must always be kept free from snow. The Customer shall bear the full costs (repair costs etc.) for all damage occurred to the tent due to snow load.

### **12. Method of Payment**

In general, the following options for payment are available to the Customer:

- Payment via invoice
- Cash payment
- Payment via bank transfer
- Payment via debit card, bank card, credit card

### **13. Electronical Invoicing**

Tiroler Zeltverleih has the right to submit invoices to customers electronically (e.g. as a PDF file via email). If the Customer does not wish to receive invoices electronically, they must inform Tiroler Zeltverleih of this fact (via postal service, fax, or email), in which case invoicing is done via postal service.

#### **14. Exclusion of Set-off and Right of Lien**

The Customer can only set-off counterclaims associated with a legal connection to a claim of Tiroler Zeltverleih which is legally ascertained by a court or is undisputed by Tiroler Zeltverleih.

The Customer's statutory rights of lien remain unaffected.

#### **15. Right of Revocation**

##### Information about the Right of Revocation:

If the contract was formed outside of the business premises of Tiroler Zeltverleih, the Customer may revoke a contract concluded with Tiroler Zeltverleih or a declaration of intent constituting the conclusion of a contract without stating a reason within 14 days.

In the case of service contracts, the revocation period shall begin on the day of the formation of the contract; in the case of goods, it shall begin on the day on which the Customer or a third party which has been designated by the Customer and not acting as carrier acquires the material possession of the goods. If the Customer have ordered several items within one uniform order which are delivered separately, the revocation period shall begin on the day on which the Customer or a third party which has been designated by the Customer and not acting as carrier acquires the material possession of the last delivered item. The latter is also valid for the delivery of a good in several partial shipments. The revocation period is deemed respected if the declaration of revocation is dispatched within the 14-day period.

There are no formal requirements regarding the declaration of revocation; however, the written form is recommended. The Customer may use the revocation form template available for download on the Tiroler Zeltverleih website „<http://www.tiroler-zeltverleih.at/downloads>“ in order to declare their revocation, but are not obligated to do so.

In order to exercise their right of revocation, the Customer must dispatch the declaration of revocation (without obligation to state a reason) via postal service, fax or email containing their bank details (IBAN and BIC if any payments have already been made to Tiroler Zeltverleih) to the following address/fax number or contact Tiroler Zeltverleih via phone.

##### via postal service:

Tiroler Zeltverleih GmbH  
Hans-Liebherr-Straße 19  
6410 Telfs

##### via fax:

+43 5262/62 252-15

##### by phone:

+43 5262/62 252

##### via email:

info@tiroler-zeltverleih.at

##### Consequences of Exercising the Right of Revocation:

If the Customer withdraws from the contract, Tiroler Zeltverleih shall refund all payments already made by the Customer, including any shipping costs, within 14 days after receiving the declaration of revocation. If the ordered goods have already been shipped or transferred to the Customer, Tiroler Zeltverleih shall refund all payments already made by the Customer, including any shipping costs, immediately after receiving the returned goods or proof of the return of the goods. Payments already made by the Customer are refunded by bank transfer to the bank account specified by the Customer. Tiroler Zeltverleih shall bear any bank transfer charges. If the Customer had explicitly chosen a type of delivery other than the cheapest standard shipment offered by Tiroler Zeltverleih, they shall not be entitled to any reimbursement of the resulting additional costs.

Furthermore, if the Customer chooses to exercise their right of revocation, the Customer is obligated to return the received goods immediately, but not later than 14 days after submission of the declaration of revocation to Tiroler Zeltverleih. The return period is met if the goods are dispatched within the period. The Customer shall bear the direct costs for return of the goods.

The Customer shall compensate Tiroler Zeltverleih for any reduction of the commercial value of the returned goods, provided that the loss in value is attributed to any handling of the goods not necessary to check the quality, properties, and functionality of the goods.

Exceptions to the Right of Revocation:

No right of revocation exists in particular

- if the Customer are not a consumer within the meaning of art. 1 par. 1 item 2 of the Austrian Consumer Protection Act [KSchG], somebody for whom the commercial transaction is part of their business activities;
- if Tiroler Zeltverleih, upon express request by the Customer, has already begun delivering the contract and fully delivered the contract before the expiry of the revocation period after acknowledgement by the Customer of their loss of the right of revocation when the contract is fully delivered;
- in cases in which goods are produced specifically to customer specifications or are customised to the Customer's personal requirements;
- in cases in which goods are being delivered in a sealed packaging and are not eligible to returns due to health protection reasons or sanitary reasons if their sealing has been removed after delivery.

**16. Privacy Policy**

Tiroler Zeltverleih only collects personal data necessary to perform and process the services. Thus, the data is processed on the legal basis of art. 6 par. 1 sub-item b) of the Austrian General Data Protection Regulation [DSGVO] (contract performance). Responsible for data processing:

*Tiroler Zeltverleih GmbH  
Hans-Liebherr-Straße 19  
6410 Telfs  
+43 5262/62 252  
info@tiroler-zeltverleih.at*

Pursuant to the Austrian General Data Protection Regulation [DSGVO], being an affected party, the Customer have the right to be informed about their personal data saved by the Organiser, its origin and its recipient as well as about the purpose of processing of their data. Furthermore, they have the right to rectification, right to data portability, right to object, right to restrict processing as well as the right to suspension or erasure of incorrect or unlawfully processed data.

The Customer have the right to withdraw their consent to use their personal data.

If the Customer believe that processing their personal data by Tiroler Zeltverleih violates the current data protection law or that their data protection rights have been violated in any other way, they can file a complaint with the relevant supervisory authority. In Austria, the Austrian Data Protection Authority [Datenschutzbehörde] is the relevant authority for this matter.

The protection of personal data is guaranteed by virtue of appropriate organisational and technical measures. These measures particularly concern the protection from forbidden, unlawful or accidental access, processing, loss, usage and manipulation. However, Tiroler Zeltverleih is not liable for disclosure of information due to a mistake not caused by the Tiroler Zeltverleih during data transmission and/or unauthorised access by third parties (e.g. hacker attack etc.).

It may be necessary to transmit the Customer's data to third parties in order to fulfil the contractual obligations. Such data transmission follows the provisions set forth in the Austrian General Data Protection Regulation [DSGVO].

The data is only stored as long as it is necessary in order to fulfil the contractual or statutory obligations and to avoid possible liability claims.

**17. Consent to Receive Promotional Communications**

The Customer give their explicit consent to receive emails from Tiroler Zeltverleih, particularly in the form of a newsletter, to inform them about new products and services of Tiroler Zeltverleih. The Customer may withdraw their consent via email, fax, postal service or phone at any time. Furthermore, the Customer may withdraw their consent by using the "*Cancel newsletter*" button [Newsletter abbestellen] in any of the received newsletters.

**18. Future Changes to the GTCs**

The Customer give their explicit consent that Tiroler Zeltverleih may replace these GTCs by updated GTCs, unless the Customer object to the changes within 4 weeks after the communication and provision of the changed GTCs. In the case of a timely objection by the Customer, the last agreed GTCs remain valid. If no timely objection is made, the contractual relationship between Tiroler Zeltverleih and the Customer shall be based on the changed GTCs instead of the last agreed GTCs from the day following the expiry of the objection period.

**19. Place of Jurisdiction and Place of Performance**

If the Customer is an entrepreneur within the meaning of art. 1 par. 1 item 1 of the Austrian Consumer Protection Act [KSchG], it is agreed that the court with the exclusive jurisdiction for all disputes arising from or in connection with the contractual relationship with Tiroler Zeltverleih is the court at the business location of Tiroler Zeltverleih.

The place of performance for deliveries, services and payments is the business location of Tiroler Zeltverleih.

**20. Applicable Law**

The agreed applicable law is Austrian law under exclusion of the UN Convention on Contracts for the International Sale of Goods.

**These GTCs are valid from 01.01.2022.**