

# GO Direkt General Terms and Conditions

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## **1.) Subject of the Contract**

According to the usufruct contract concluded on the basis of the ASFINAG-Enabling Act 1997, BGBl. I No. 113/1997, the Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft (“ASFINAG”), Commercial Register Number 92191a, Rotenturmstraße 5–9, 1011 Vienna, the rights of usufruct were transferred to all motorways and expressways. ASFINAG therefore has the right to collect a toll from all users of federal roads and sections of federal roads that are subject to the rights of usufruct.

The GO Direkt procedure (“GO Direkt”) entitles customers (“customer”) who are permitted to use this payment process to make all payments in the framework of the Austria HGV toll system directly with ASFINAG by means of settling accounts in arrears (postpaid procedure). ASFINAG Maut Service GmbH executes GO Direkt on behalf of and at the cost of ASFINAG. For GO Direkt, the following General Terms and Conditions apply in the respectively valid version.

## **2.) Conclusion of the Contract**

The application for participation in GO Direkt (form available at [www.go-maut.at](http://www.go-maut.at)) must be sent to ASFINAG, completely filled out and together with all documents, properly signed as per item 11.). This also applies to an application from a customer who already participates in GO Direkt, in which the customer is applying for the inclusion of additional vehicles, a change in information or a change in the payment procedure (“extended participation”).

Upon submission of the application, the applicant or customer accepts the validity of the General Terms and Conditions of GO Direkt in their current version.

The applicant expressly confirms that they are not a consumer in the terms of the Employment Protection Act (KSchG). Applications for participation in GO Direkt from private persons for motorhomes are excepted.

Upon receipt of the ASFINAG acceptance letter, in which the applicant or the customer is expressly notified that ASFINAG accepts its application for participation or extended participation in GO Direkt, the contractual relationship detailed in this document is begun.

In the acceptance letter, the content of which is part of the contract, the customer will be informed of the invoicing interval (monthly, twice per month [on the 15th and the last day of the month] or weekly [on Mondays for the preceding week] [“billing dates”]) as well as the payment period. If the customer chooses the credit procedure (see Item 4.2), the threshold at which a payment must be made by the customer, or a direct debit must be taken by ASFINAG is also communicated to them.

The threshold amount is hereby calculated by ASFINAG on the basis of the monthly toll amounts stated by the customer in the application letter. Furthermore, the customer will be informed of the amount of the payment or the direct debit. The actual payment interval is however dependent solely on the actual toll arising and may therefore vary.

Before accepting an application for (expanded) participation in GO Direkt, ASFINAG is always entitled (i) to require the provision of a bank guarantee (see item 4.)) and the issuance of a direct debit mandate according to the direct debit procedure in support of ASFINAG as payment recipient (see item 6.)), and (ii) to reject an application to participate in GO Direkt without stating its reasons.

### **3.) Billing**

ASFINAG summarises on a daily basis the turnover produced by the customer as cost rates, creates the invoices for the respectively agreed invoicing intervals on the respective billing dates and sends these exclusively electronically to the customer. The customer expressly agrees to the electronic transmission of the invoices (Section 11 para. 2 Value Added Tax Act).

The customer is obligated to inspect the transmitted invoice. The substance and amount of this invoice are considered to have been accepted if the customer does not lodge a justified objection in writing or by email within one month of receipt of the invoice.

The payment obligation and the payment period are neither delayed nor interrupted by such an objection.

The customer is entitled to make advance payments to ASFINAG in order to ensure sufficient coverage for future invoice amounts. No interest accrues on these advance payments. If outstanding claims of any kind exist against the customer, advance payments will primarily be used to cover these outstanding claims (including, in particular, toll fees, costs and interest). Earmarking of advance payments by the customer that extend beyond the customer number will not be accepted and will be considered not to have taken place.

ASFINAG is entitled to block the customer from participation in GO Direkt with immediate effect as well as to issue invoices outside of the agreed invoicing intervals in the event that any bank guarantee provided to ASFINAG and any advance payments made fail to offer sufficient coverage for the remaining cost rates or if the customer does not fully and promptly fulfil their payment obligations.

#### **4.) Payment Procedure**

There are two types of payment procedure available to the customer.

**4.1.) Payment in Arrears:** A corresponding creditworthiness, or security in the form of a bank guarantee, is required for payment in arrears. For payment in arrears, a longer invoicing interval and/or a longer payment period always require a higher security amount.

If corresponding security exists and is verified, an invoice will be issued to the customer after utilisation of a service; this payment request must be satisfied within the agreed payment period either from the customer's bank account by means of a direct debit initiated by ASFINAG, or by means of a payment by the customer to ASFINAG's dedicated GO Direkt bank account.

**4.2.) Credit Procedure:** For the credit procedure, the toll is paid in advance by means of a credit payment to the customer's account, which can either be made via a direct debit initiated by ASFINAG or must be made by the customer.

The threshold and the amount of the regular account payments are determined on the basis of the monthly toll amount and the requested payment interval, as provided by the customer in the context of the application. The threshold is generally 25 % of the monthly toll amount. If the account balance in the credit account falls short of the defined threshold, the customer is obliged to increase the account balance by the agreed account payment (self-payment). This may either be achieved by means of a transfer made by the customer to ASFINAG's dedicated GO Direkt bank account, or via a direct debit initiated by ASFINAG.

In the event of a monthly payment interval, the amount of the account payment corresponds to the monthly toll amount stated by the customer; in the event that bi-monthly payment intervals are agreed, the amount of the account payment is half as much; in the event of weekly payment intervals, each payment is a quarter of the monthly toll amount. In individual cases, alternative account payment amounts and a different threshold and/or payment interval may be agreed between ASFINAG and the customer.

The desired payment interval for the credit procedure is only a reference interval. The actual payment intervals are dependent on the actual toll arising and may therefore vary accordingly.

#### **5.) Bank Guarantee**

ASFINAG is entitled to require that the applicant and/or customer provide an abstract bank guarantee (according to the provided form) for all claims from the present contractual relationship within a reasonable period of 14 days in order to appropriately secure its risk (resulting from, among

other factors, the monthly toll transactions, invoicing interval and payment period). ASFINAG can also require the order or extension of such a bank guarantee, or an increase to the amount of the bank guarantee, if ASFINAG originally, or in the course of the contractual relationship, did not demand or only partially demanded such an order.

If the bank guarantee is not provided to ASFINAG or extended in the required form, ASFINAG is entitled to reject an application for (expanded) participation in GO Direkt, or to terminate the contract with immediate effect. ASFINAG must make express reference to this right in its demand for the provision of a bank guarantee.

## **6.) Obligations of the Applicant and of the Customer**

The applicant or customer is obliged to notify ASFINAG of all data, in full and correctly, in the course of the application. They must also immediately notify ASFINAG of any changes to this data; if this obligation is not fulfilled, the applicant or customer must bear sole responsibility for all disadvantageous consequences that are caused by this.

The applicant or the customer has the option of having the GO toll charged via GO Direkt either by SEPA direct debit or by independent transfer to the bank account of ASFINAG.

Obligations when paying by bank transfer (self-payment):

If the applicant or the customer decides to settle the claims by bank transfer, the settled amounts must be transferred in due time.

In the event of participation in GO Direkt in the form of the credit procedure with self-payment as per item 4.2, the customer is obliged to ensure prompt and sufficient coverage in their credit account with ASFINAG.

Obligations when paying by SEPA direct debit:

If the applicant or the customer opts for the SEPA direct debit scheme and is an entrepreneur pursuant to §§1 to 3 of the Austrian Commercial Code (UGB), they are obliged, upon request, to issue a SEPA direct debit mandate in favour of ASFINAG as creditor and to maintain this mandate for the duration of their participation in GO Direkt. A copy of the SEPA corporate direct debit mandate confirmed by the customer's account-holding bank must be sent to ASFINAG.

If the applicant or the customer opts for the SEPA direct debit scheme and is not an entrepreneur pursuant to §§1 to 3 UGB, they are obliged, upon request, to issue a SEPA direct debit mandate in

favour of ASFINAG as creditor and to maintain this for the duration of their participation in GO Direkt. A SEPA direct debit mandate signed by the applicant or customer must be submitted to ASFINAG. It must be noted that a SEPA mandate automatically loses its validity after 36 months of non-use after the last collection. In this case, the customer is obliged to issue a new SEPA direct debit corporate mandate or a new SEPA direct debit basic mandate in favour of ASFINAG as creditor upon request.

The customer must always ensure sufficient account coverage and must notify ASFINAG of any change of their bank account details and reissue a SEPA corporate direct debit mandate or SEPA basic direct debit mandate. A copy of the SEPA corporate direct debit mandate confirmed by the customer's account-holding bank or a copy of the SEPA direct debit mandate signed by the customer must be sent to ASFINAG.

If the direct debit is unjustifiably cancelled by the customer, or the direct debit is not executed or is reversed by the account-holding bank, ASFINAG is entitled to invoice a flat fee of EUR 15.00 plus any applicable value-added tax for the associated costs. Any costs arising for ASFINAG from the non-redemption of a SEPA direct debit must in any case be borne by the customer and must be charged accordingly.

The SEPA direct debit mandate can be revoked at any time by the debtor in writing to the creditor. In this case, ASFINAG must be informed immediately so that the subsequent billing can be changed to self-payment.

In the event of participation in GO Direkt in the form of the credit procedure with SEPA direct debit by ASFINAG pursuant to item 4.2, the customer must expressly authorise and entitle ASFINAG to collect the agreed amount on account from their notified bank account. The customer must ensure that their bank account is sufficiently covered.

#### Other obligations:

The customer is obliged to immediately refrain from participation in GO Direkt if (i) they are no longer capable of meeting their payment obligations arising from the present contractual relationship in full and on time, (ii) they violate other key obligations in the present contractual relationship, (iii) the issued SEPA corporate direct debit mandate is revoked without replacement, or (iv) the contractual relationship is dissolved for any reasons whatsoever.

The customer is obligated to pay to ASFINAG all receivables from the present contractual relationship; this also applies if the customer and/or their agents receive services in violation of the contract (e.g. because the customer has already been blocked from use of the service).

The customer is further obligated to treat sensitive system access data (in particular the PIN for picking up GO-Boxes and access data to the SelfCare portal) with confidentiality, and to take care that unauthorised third parties do not obtain knowledge of such data. If there is reason to suspect that unauthorised third parties have obtained knowledge of such sensitive system access data, the customer must immediately inform ASFINAG, who will execute a corresponding block on the means of payment. In event of violation of the above confidentiality or notification obligations, the customer is liable without restriction for the resulting damages. ASFINAG shall bear no liability for damages arising to the customer as a result of the unauthorised use of such sensitive data by third parties.

### **7.) Prohibition of Offsetting**

The customer is not entitled to offset any of their claims against ASFINAG against the claims of ASFINAG.

### **8.) Data Protection – Exemption from Bank Confidentiality**

The data shared and generated in the course of the present contractual relationship shall be deleted if and as soon as it is no longer required for invoicing the fees, carrying out payment processing or satisfying other statutory obligations. The applicant and/or customer expressly gives permission for this data to be used and processed electronically and sent to pertinent institutions and banks for the purposes of creditworthiness checks and for executing the issued direct debit mandate, and the applicant and/or customer expressly exempts the account-holding bank from their bank confidentiality obligation.

### **9.) Consequences of Default**

In the event of a default in payment, ASFINAG is entitled to block access to the GO Direkt service with immediate effect. The customer has personal responsibility, at their own risk, to promptly ensure that the payment procedure selected in the context of the Austria HGV toll system is changed promptly and effectively enough that they are able to meet their payment obligations in the context of the Austria HGV toll system in full.

The customer must compensate ASFINAG for all costs arising from any default in payment (e.g. the costs of the internal and external collection efforts) and must pay interest on arrears at the respective rate established by law.

## **10.) Liability**

Reference is expressly made to the fact that the contract regarding GO Direkt is to be viewed as entirely separate to the legal obligation between the customer and ASFINAG that exists on the basis of the Federal Highways Toll Act, BGBl. I No. 109/2002 in its current version (BStMG), and which GO Direkt uses exclusively to bill the remuneration owed by the customer within the context of the Austria HGV toll system. The customer is therefore also fully responsible for the fulfilment of their obligations as per BStMG and the tolling regulations in their current version, and all liability in this regard on the part of ASFINAG is excluded.

Technical flaws in the GO Direkt service do not entitle the customer to assert claims of any kind against ASFINAG, and do not exempt the customer from payment obligations of any kind within the context of the Austria HGV toll system.

All liabilities of ASFINAG and ASFINAG Maut Service GmbH concerning incorrect payment warnings and possible notifications by ASFINAG (for example emails stating that the credit balance needs to be replenished, or limit warnings, threshold value warnings, etc.) and their consequences are expressly excluded.

On the basis of the present contractual relationship, ASFINAG is not liable for slight negligence, and the liability of ASFINAG is in all cases limited to the amount of EUR 2,000.00 per claim.

## **11.) Notifications**

Unless expressly stated otherwise in this contract, all notifications, announcements and declarations of intent of all kinds, in particular terminations and other legally relevant statements under the terms of this contract, are only valid if made in writing (by post) or by email.

Legally effective notifications to the customer are sent to the last (email) address provided by the customer. As long as the customer does not provide another address by post or email, deliveries to the last provided (email) address are considered to have been successfully delivered.



For legal purposes, notifications will only be considered to have been successfully received by ASFINAG when sent to one of the following addresses:

Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft  
ASFINAG Maut Service GmbH  
GO Direkt  
Bahnhof Umgebung 16  
6170 ZIRL  
AUSTRIA

or

[GO-Direkt@asfinag.at](mailto:GO-Direkt@asfinag.at)

## **12.) Termination by the Customer**

The customer is entitled to terminate this contract at any time. Existing obligations of the customer are not affected by the termination and must be met in full and on time.

## **13.) Termination by ASFINAG**

ASFINAG is entitled to terminate the present contract effective at the end of the month with the provision of one month's notice, as well as in the other cases specified in these General Terms and Conditions. The customer must ensure that the payment procedure selected in the context of the Austria HGV toll system is changed promptly and effectively enough that they are able to meet their payment obligations in the context of the Austria HGV toll system in full. The right of ASFINAG to dissolve the contract with immediate effect for good cause remains hereby unaffected.

## **14.) Incorrect Payment Warnings and General Notifications**

The provision of incorrect payment warnings, as well as any notification provided by ASFINAG (e.g. an email stating that the credit account needs to be replenished, or referring to a limit warning, threshold value warning, etc.) is a customer service provided free of charge. There is no obligation on the part of ASFINAG to provide, or right on the part of the customer to be provided with this information.

The email providing an incorrect payment warning does not signify that a timely retroactive payment as per the provisions of the tolling regulations part B is possible in that specific case (or

cases), and this service does not of course relieve the driver of their obligations to cooperate as per the BStMG and the tolling regulations.

### **15.) GO-Box Direct Shipment**

The GO Direkt team accepts written orders for GO-Boxes exclusively via the ASFINAG proprietary means of payment, GO Direkt. Prerequisites for postal shipping of the GO-Box are a fully completed order form or request form, plus a valid and existing contractual relationship with GO Direkt.

The GO-Box is personalised and dispatched after contract and document checking. Shipment tracking is not possible.

The processing fee of €5.00, in accordance with tolling regulations, will be invoiced after GO-Box issuance (personalisation & shipping preparation) with the next GO Direkt invoice. ASFINAG cannot accept liability for loss of consignment or late dispatch of a GO-Box. There is no entitlement to a refund of the processing fee or reimbursement of costs for the issue of a replacement GO-Box as stipulated in the tolling regulations.

### **16.) Choice of Law and Place of Jurisdiction**

All issues of substantive law arising out of or in connection with the present contract shall be governed by Austrian substantive law, excluding the United Nations Convention on contracts for the international sale of goods as well as the conflict of law rules applicable to international private law as well as the European Convention on the law applicable to contractual obligation. The materially competent court of the first district of Vienna is agreed as having exclusive jurisdiction over the decision of all disputes arising from or in connection with this contract, including in particular the question of its valid coming into being and its continued existence.

### **17.) Severability Clause**

Should individual provisions of these General Terms and Conditions be or become invalid, they must be replaced by other provisions that reproduce the economic intent of the invalid provisions as closely as possible.

## **18.) Consumer Protection Act**

For clarification, it is stated that the mandatory provisions of the Consumer Protection Act (KschG) take priority over these General Terms and Conditions in the case of contracts concluded with consumers as defined by Section 1 of the Consumer Protection Act (KSchG, BGBl. 140/1979 in its current version).

## **19.) Changes**

In the event of changes to these General Terms and Conditions, published online at [www.go-maut.at](http://www.go-maut.at), the customer will be informed. Accordingly, a separate delivery of the changed General Terms and Conditions is not required. The changed General Terms and Conditions are considered to have been accepted by the customer as long as the customer does not expressly object to them in writing within one month of notification. ASFINAG must make special reference to this in the notification. A timely objection entitles ASFINAG to terminate the contract with the customer concerning the GO Direkt service with immediate effect.