

Annex ./A to the GTC

Instruction on withdrawal and revocation rights

1. Information on the right of withdrawal in accordance with § 3 of the Consumer Protection Act

Customers who are consumers within the meaning of § 1 of the Consumer Protection Act as amended ("**KSchG**") and who have not made their contractual declaration either in the rooms permanently used by the ATG for its business purposes or at a stand used by the ATG for this purpose at a trade fair or market may withdraw from their contract application or from the contract in accordance with § 3 of the Consumer Protection Act.

This withdrawal can be declared up to the conclusion of the contract or thereafter within 14 (fourteen) days. This period begins with the delivery to the customer of a document containing at least the name and address of the ATG, the information necessary to identify the contract and instructions on the right of withdrawal, the withdrawal period and the procedure for exercising the right of withdrawal, but no earlier than the conclusion of the contract. If such a document is not provided, the customer shall have the right of withdrawal for a period of 12 (twelve) months and 14 (fourteen) days from the conclusion of the contract. If the ATG subsequently delivers the document within 12 (twelve) months of the start of the period, the extended withdrawal period ends 14 (fourteen) days after the date on which the customer receives the document.

The customer shall not be entitled to withdraw from the contract:

- if he himself has initiated the business relationship with the ATG or its agents for the purpose of concluding this contract,
- if the conclusion of the contract was not preceded by discussions between the parties or their representatives, or
- for contracts that are subject to the Distance and Off-Premises Transactions Act as amended ("**FAGG**").

The declaration of withdrawal is not bound to any particular form, but it must be sent to the ATG (for contact details see point 1. General part of the GTC) by means of a clear declaration (e.g. a letter sent by post or e-mail) of the customer's decision to withdraw from the contract. To meet the withdrawal deadline, it is sufficient to send the declaration of withdrawal before the withdrawal period expires.

2. Information on the right of withdrawal pursuant to § 3a of the Consumer Protection Act

Customers who are consumers within the meaning of Section 1 of the Austrian Consumer Protection Act may also withdraw from their contract application or from the contract in accordance with Section 3a of the Austrian Consumer Protection Act if circumstances relevant to their consent, which ATG has presented as probable in the course of the contract negotiations, do not occur or only occur to a significantly lesser extent without their instigation.

Relevant circumstances are:

- the expectation of the cooperation or consent of a third party that is necessary for the service to be provided by the ATG or used by the customer,
- the prospect of tax advantages,
- the prospect of public funding and
- the prospect of a loan.

Withdrawal can be declared within one week. The period begins to run as soon as the customer realizes that the above circumstances do not occur or only occur to a significantly lesser extent and he has received written notification of this right of withdrawal. However, the right of withdrawal shall expire at the latest 1 (one) month after complete fulfillment of the contract by both contracting parties.

3. Information on the right of withdrawal in accordance with the Distance and Off-Premises Transactions Act (goods)

Customers who are consumers within the meaning of Section 1 of the Consumer Protection Act may withdraw from a contract concluded outside the ATG's business premises (Section 3(1) of the Distance and Off-Premises Transactions Act) or from a distance contract (Section 3(2) of the Distance and Off-Premises Transactions Act) within 14 (fourteen) days without giving reasons.

The period for withdrawal begins with purchase contracts and other contracts for the purchase of goods against payment:

- a) on the day on which the customer or a third party named by the customer who is not acting as the carrier acquires possession of the goods,
- b) if the customer has ordered several goods as part of a single order which are delivered separately, on the day on which the customer or a third party named by the customer who is not acting as a carrier acquires possession of the last goods delivered,
- c) in the case of delivery of goods in several partial shipments, on the day on which the customer or a third party designated by the customer and not acting as a carrier acquires possession of

the last partial shipment,

- d) in the case of contracts for the regular delivery of goods over a fixed period of time, on the day on which the customer or a third party designated by the customer and not acting as carrier acquires possession of the goods first delivered.

The declaration of withdrawal is not bound to any particular form, but must be sent to the ATG (for contact details see point 1. General part of the GTC) by means of a clear declaration (e.g. a letter sent by post or e-mail) of the customer's decision to withdraw from the contract. To meet the withdrawal deadline, it is sufficient to send the declaration of withdrawal before the withdrawal period expires.

If the customer withdraws from the contract, the ATG shall send the customer a confirmation of receipt of the declaration of withdrawal on a durable medium immediately after receipt of the declaration of withdrawal. If the customer withdraws from a contract, the ATG must also refund all payments that the ATG has received from the customer, including delivery costs if applicable, without delay and at the latest within 14 (fourteen) days of receipt of the declaration of withdrawal. For this repayment, ATG shall use the same means of payment that the customer used for the original transaction, unless expressly agreed otherwise with the customer. Under no circumstances will the customer be charged any fees for this repayment. If the consumer has expressly opted for a type of delivery other than the cheapest standard delivery offered to us, he shall not be entitled to reimbursement of the additional costs incurred as a result. In the case of purchase contracts and other contracts for the purchase of goods against payment, ATG is entitled to refuse repayment until ATG has either received the goods back or the customer has provided proof that the goods have been returned; this does not apply if ATG has offered to collect the goods itself.

If the customer withdraws from a purchase contract or any other contract for the purchase of goods against payment, he must return the goods received to ATG without delay, but at the latest within 14 (fourteen) days of submitting the declaration of withdrawal; this does not apply if ATG has offered to collect the goods itself. The return deadline is deemed to have been met if the goods are dispatched within the deadline. The direct costs of returning the goods shall be borne by the customer.

The customer has no right of withdrawal for distance or off-premises contracts

- which are concluded outside business premises (Section 3(1) of the Distance and Off-Premises Transactions Act) and for which the fee to be paid by the customer does not exceed the amount of EUR 50.00,

- on the delivery of food, beverages or other household items for daily use that are delivered by ATG as part of frequent and regular journeys to the customer's place of residence, place of stay or workplace,
- for goods that are manufactured according to customer specifications or are clearly tailored to personal needs,
- Goods that can spoil quickly or whose expiration date would be quickly exceeded,
- Goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that the seal has been removed after delivery,
- Goods which, due to their nature, were inseparably mixed with other goods after delivery,
- for alcoholic beverages whose price was agreed upon conclusion of the contract but which cannot be delivered earlier than 30 (thirty) days after conclusion of the contract and whose current value depends on fluctuations in the market over which ATG has no influence.