

These Terms and Conditions apply exclusively to services that Kreditschutzverband von 1870 (hereinafter referred to as "KSV1870" for short) provides to entrepreneurs (not consumers) in connection with representation in insolvency proceedings in Austria.

II. Type and Scope of Services Provided by KSV1870

1.) KSV1870 provides various services in insolvency proceedings (including in comprehensive enforcement, debt adjustment, bankruptcy, and reorganisation proceedings). More specifically, it files debt claims with the court, asserts special rights (reservation of title, liens, etc.), files for bankruptcy, participates in all key court hearings, makes recommendations for the write-down of receivables, assesses debt discharge proposals (reorganisation/payment plan), reports on the status of proceedings, and manages payment schedules, collects dividends, and distributes them.

2.) KSV1870 reserves the right to refuse acceptance or further processing of an order without being required to state the reasons for such refusal.

3.) All provisions set forth in these General Terms and Conditions for KSV1870 shall also be deemed agreed for any further orders, even if such orders are placed without explicit reference to these provisions.

III. Obligations of the Client

1.) To enable KSV1870 to perform the services set out under Section II, the Client specifically undertakes to meet deadlines and to provide KSV1870 with all documents necessary for the filing of claims. On the request of KSV1870, the Client further undertakes to provide a duly signed written power of attorney.

2.) The Client acknowledges and agrees to bear any additional costs arising from the failure to provide required documents and/or information at least five days before deadlines, as well as any out-of-pocket expenses for subsequent assessment hearings, and to reimburse KSV1870 on request.

3.) The Client acknowledges that KSV1870's services do not include any acts of representation reserved exclusively for lawyers (such as the filing of declaratory actions).

IV. Reimbursement of Costs

1.) Unless a written agreement on remuneration has been made between the Client and KSV1870, the fees applicable at the time the order is placed, as published on KSV1870's website (corporate insolvencies: <https://www.ksv.at/en/media/763/download>; personal insolvencies: <https://www.ksv.at/en/media/764/download>) shall apply.

2.) Invoices issued by KSV1870 are payable immediately and without any deductions. KSV1870 shall in any case also be entitled to retain and offset any fees due to it – including those for representation in other proceedings – from any payments received from third parties, especially dividends received.

3.) The Client further acknowledges that, in cases where a performance fee has been agreed, all (dividend) payments made for the benefit of the (insolvency) debtor, whether by the debtor or attributable to the third parties, must be taken into account when calculating the performance fee, even if the payments, for whatever reason, are not made to KSV1870 directly. The Client undertakes to do all that is necessary and to not omit any action to ensure payment by the insolvency debtor to KSV1870.

4.) Consequently, KSV1870 is authorised and entitled to receive payments on behalf of the Client arising from or in connection with insolvency proceedings, in particular dividend payments, and, if necessary, to issue receipts for any such payments.

V. Data Protection

1.) Upon placement of the order, the Client expressly declares an overriding legitimate interest in the processing and transfer of the associated data within the meaning of the EU General Data Protection Regulation and the Data Protection Act (as amended) and acknowledges such processing and transfer by KSV1870 Holding AG and KSV1870 Information GmbH.

2.) The Client, for their part, undertakes to handle all data to which they gain access in connection with the services provided by KSV1870 in strict compliance with the EU General Data Protection Regulation and the Data Protection Act, and to provide demonstrable assurance that all employees and vicarious agents have committed to comply with these provisions.

VI. Duty of Care and Liability

Liability for ordinary negligence and for vicarious agents who are not employees of KSV1870 is excluded for all orders placed with KSV1870. The Client expressly acknowledges that KSV1870 does not monitor limitation periods. Accordingly, it is the Client's responsibility to keep track of any limitation periods and to take any steps necessary in due time to prevent their expiration. KSV1870 is thus not liable for the expiration of claims.

VII. Miscellaneous, Venue

1.) Ancillary agreements and amendments to these Terms and Conditions must be made in writing to be effective.

2.) If any provision of these Terms and Conditions is or becomes invalid, it must be replaced by a provision that most closely approximates the commercial purpose of the invalid provision. All the remaining provisions, however, will remain unaffected.

3.) Once the case is concluded, any original documents, in particular court decisions, will be sent to the Client only upon the Client's express written request; such transmission will be at the Client's expense. Any other documents will be destroyed after expiration of the statutory retention periods.

4.) 1010 Vienna shall be the exclusive venue and place of performance.

5.) All orders are governed by Austrian law, to the exclusion of all conflict-of-law rules and any applicable provisions of the United Nations Convention on Contracts for the International Sale of Goods.