

GENERAL TERMS AND CONDITIONS OF TRANSPORTATION FOR MÖNCHSBERGAUFZUG LIFT

- 1.** The terms and conditions of transport are an integral part of the transportation contract. They apply to the transportation of persons and items as well as the behaviour in the entire area of the MönchsbergAufzug lift.
- 2.** The fulfilment of the transportation contract and thus the effectiveness of the subject-matter terms and conditions of transport commence upon arrival and end upon vacating the equipment facilities dedicated to the MönchsbergAufzug lift.
- 3.** The passengers acknowledge the provisions stated below through the purchase of a ticket and are thus obligated to comply with it.
- 4.** A violation of the terms and conditions of transport could also result in legal consequences in accordance with liability laws.
- 5.** The company is obligated to carry out the transportation in accordance with the time schedule provided that
 - a.** the current legal regulations and the terms and conditions of transport as well as the instructions by the company, which are given in the interest of safety and order are being complied with, and
 - b.** the transportation is not prevented by circumstances, which the company could not prevent and which it cannot ward off.
- 6.** Intoxicated persons or those persons who fail to comply or who – based on their special physical or mental condition - are obviously unable to comply with these terms and conditions of transport or with the additional instructions given by the company in order to maintain safety and order, are excluded from the transportation.
- 7.** Children up to the age of six years will only be transported if accompanied by an adult. The staff members of MönchsbergAufzug lift shall decide regarding the suitability of the accompanying person.
- 8.** Persons in possession of loaded firearms (except law enforcement officers) are excluded from the transportation.
- 9.** Passengers must be in possession of a valid ticket. As a rule, a ticket is not transferable; exceptions are determined in the fare schedule. The period of validity of the ticket is stated on said ticket or published in the fare schedule.
- 10.** The ticket must be presented upon request for control purposes or for validation. If the condition of the ticket is such that its validity can no longer be ascertained, then a new ticket must be purchased.
- 11.** A passenger who is not in possession of a valid ticket once the journey has commenced, must pay not only the payable fare price, but also the additional transportation surcharge as determined in the fare schedule – apart from any criminal prosecution. The commencement of the journey is deemed the entering and vacating of the control zone. In case of an attempted or completed abuse of a ticket, said ticket will be confiscated without reimbursement and the additional transportation surcharge as determined in the fare schedule will be demanded – apart from any criminal prosecution.
- 12.** If a passenger refuses to pay the ticket price or the additional transportation surcharge immediately, then the staff members of the company are authorized to demand the presentation of identification and to exclude him or her from the transportation.
- 13.** No refund or replacement is given for a ticket, which has been lost.

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14. If the transportation is not carried out for reasons which are the responsibility of the company or if it is not carried out for reasons as stated in item 5b, then the ticket fare is refunded in its entirety for single tickets or otherwise partially.

15. If the transportation is not carried out for reasons, which are the responsibility of the passenger, then there is no right to a refund of the fare price.

16. The following applies to the conduct of passengers prior to, during and after the transportation:

- a.** Passengers have to conduct themselves in a manner, which does not endanger the safety of the operation and the (other) passengers) and public order and the operation procedure are not disturbed.
- b.** According to the provisions, passengers may only enter general areas or other facilities open to passengers in the stations.
- c.** If the elevator stops during the ride, then passengers are expected to make themselves noticed using the emergency signal and subsequently to remain quiet and to follow the instructions of the lift operator.
- d.** Smoking is prohibited in the elevator cabins.
- e.** Any prohibitions, rules and notices, which are relevant for the passengers of the elevators and which are discernible using pictograms, must be strictly observed.

17. If space permits it, a passenger may carry hand luggage (easy-to-carry and no bulky items) up to a total weight of 10 kg (22 lbs.) with himself.

18. Persons, who damage or soil the facilities, the elevator cabins or other equipment of the company, have to pay for the cost of the repairs and/or clean-up. Causing deliberate damage will also result in the filing of a criminal complaint.

19. Animals are permissible to be transported, if any other passengers traveling in the same ride can expect the transportation without any impact on the safe operation, that the owner can securely restrain the animal and that there is no objection.

20. Items lost or forgotten in the elevators must be delivered to staff members immediately. There is no right to a finder's fee. Items found may be returned to the owner immediately if there is no doubt as to its ownership or right to receive it. The finder must be given a receipt confirmation upon request.

21. Transportation of goods:

Goods will only be accepted for transport upon prior agreement. The transportation of goods may be declined if the equipment or the operational situation does not permit the transportation or if the transportation could endanger the existence and operation of the elevators.