

GENERAL TERMS AND CONDITIONS

FOR SPECIAL RIDES OF THE SALZKAMMERGUTBAHN GMBH. [LTD.] (GTC SPECIAL RIDES SKGB)

1. Scope of application

These General Terms and Conditions (GTC Special Rides SKGB) apply to all forms of transportation individually agreed between clients (e.g. company events or birthday / wedding celebrations) and WolfgangseeSchiffahrt Ferries and SchafbergBahn Cog Railway of Salzkammergutbahn GmbH [Ltd.], reg. no. FN 265727a, Markt 35, 5360 St. Wolfgang, Austria (hereinafter briefly referred to as „SKGB“). These special rides with vessels of the fleet of WolfgangseeSchiffahrt Ferries or railway vehicles of the rolling stock of SchafbergBahn Cog Railway, which may also include the provision of food and drinks by SKGB as agreed, shall take place outside the regularly scheduled rides, which are accessible to the public as published or event programs of SKGB. The current terms and conditions of transportation of SKGB CR for both WolfgangseeSchiffahrt Ferries and SchafbergBahn Cog Railway shall also apply to special rides.

The terms used in these General Terms and Conditions (e.g. client) shall comprise of women and men alike.

The language used in the contract is German. By providing the offer of SKGB to the client these General Terms and Conditions are deemed to have been agreed and accepted.

2. Conclusion of the contract

SKGB is presenting the client with an offer. The client has the option to either accept or decline same within 14 days from the date of this offer in written form (mail, fax, or e-mail). If the client accepts, then the client must also disclose to SKGB in writing, which options - e.g. regarding vessel type, piers, duration or meals and drinks – he accepts. If he does not accept the offer within the 14-day deadline, then the offer is deemed withdrawn by SKGB and null and void. A contract shall be considered concluded as soon as a confirmation of the contract, which shows the total amount due for the special ride, has been signed by both parties.

3. Cancellation

a. Cancellation by SKGB

SKGB is entitled to withdraw from the contract if:

- › the client is late in fulfilling his financial obligations;
- › SKGB becomes aware that the event organized by the client during the special ride would violate existing legal provisions, would cause the disturbance of public peace or safety or would endanger the normal business operation or reputation of SKGB;
- › based on Force Majeure or due to any other cause, which would not be the responsibility of SKGB, it would not be able to provide the railway vehicles or vessels required for the special ride; or
- › bankruptcy or receivership proceedings have been commenced regarding the assets of the client.

SKGB reserves the right, without having to state reasons thereto, to cancel the contract up to 8 (eight) weeks prior to the beginning of the special ride. In such event the client does not have the right to charge SKGB for any costs or reimbursements. In this case SKGB must notify the client in writing of such cancellation in a timely manner.

b. Cancellation by the client

In the event of cancellation of the contract by the client up to 8 (eight) weeks prior to the beginning of the special ride, SKGB shall not charge the client a cancellation fee.

If the cancellation takes place up to 4 (four) weeks prior to the beginning of the special ride, then 50% of the agreed price shall be invoiced.

If the cancellation takes place up to 2 (two) weeks prior to the special ride, then 75% of the agreed price shall be invoiced. For the cancellation within 2 (two) weeks prior to the special ride, 100% of agreed price shall be invoiced. In addition SKGB is entitled to seek the reimbursement of any costs and expenditures already incurred.

Valid from: January 2020

SKGB – Salzkammergutbahn GmbH. [Ltd.] is a subsidiary of Salzburg AG [Salzburg Corp.]

Registered office: Markt 35, 5360 St. Wolfgang, Austria, Tel. +43/6138/2232-0, Fax +43/6138/2232-9705

erlebnisse@salzburg-bahnen.at, www.salzburg-bahnen.at

VID ATU 62087100, disclosure according to § 14 UGB [Austrian Companies Act: Company with

Limited Liability, Provincial Court Wels, Company Registry: FN 265727a

Banking information: Raiba St. Wolfgang, IBAN: AT13 3454 5000 0007 5200, BIC/SWIFT: RZ00AT2L 545

4. Prices and terms of payment

All prices offered are inclusive of value-added-tax / sales tax and they are valid until further notice. Customer complaints regarding the goods and services provided will only be considered if filed within 14 days from the date of receipt of the invoice.

The invoice with the final accounting will be presented after the special ride provided by SKGB.

The open balance based on the account is due and payable with 14 (fourteen) days from the date of the invoice.

In the event of the payment being past due, a late payment fee shall be charged from the day following the due-date (if the client is a consumer in accordance with the KSchG [German acronym for the Austrian Consumer Protection Act], then the interest is 4% above the basic interest rate as published by the Austrian National Bank, or if the client is a company, then the amount is based on the legal provisions).

The assignment of rights and obligations by the client to any third parties requires the prior expressed consent by SKGB.

5. Liability

Each party to the contract is liable to the other in accordance with the general legal provisions of tort law. As far as liability is contingent on fault, SKGB is liable to the client only in case of premeditation or gross negligence – with the exception of personal injuries. The liability of SKGB for consequential damages, loss of profits and indirect damages is excluded, to the extent permitted by law. This exclusion of liability does not apply to consumers in accordance with the KSchG [German acronym for the Austrian Consumer Protection Act].

There is no liability by SKGB for personal items belonging to the visitors.

The client has no right to services which are not specifically mentioned in the order confirmation.

The client is liable for all damages and consequential damages, which he or any person commissioned and/or employed by him, any visitors and/or any guests for his special ride have caused, regardless to whose disadvantage they occurred.

The client is liable within the framework of the legal provisions for any damages to the objects provided for the special ride (vessel/railway vehicle), to any inventory and fixtures as well as any loss of furniture and technical fixtures provided. In the event of a loss the replacement value has to be reimbursed.

SKGB is entitled to cancel the contract immediately and at any time in the event of serious violations of contractual provisions, particularly in the event of non-compliance after admonishment. In all cases of violations of the contract or in the event of cancellation of the contract the client is fully liable for the agreed payment and any and all other damages.

6. Insurance / approval by authorities

There is liability insurance for SKGB for the operation of WolfgangseeSchiffahrt Ferries and SchafbergBahn Cog Railway. The client is responsible and shall indemnify and hold SKGB harmless in this aspect for any additional insurance pertaining to the event and for obtaining any permits by authorities (e. g. based on event-related regulations).

7. Number of persons

SKGB shall carry out all preparations for provisioning during the special ride as stated in the order confirmation. The number of persons stated by the client also serves (regardless if they actually take part in the special ride or not) as the basis for the invoicing in connection with the final accounting. The client is responsible for providing the correct number of participants. In the event that the stated number of participants is exceeded, then any additional costs (consumption, additional expenditures for staff, etc.) are for the account of the client.

8. Miscellaneous provisions

- › a. Any provisions which deviate or supplement these General Terms and Conditions shall apply only if they are confirmed by SKGB.
- › b. Supplemental agreements and amendments to the contract require written form.
- › c. If individual provisions to these GTC should be legally ineffective or null and void, then they shall have no legal effect on the remaining provisions. The parties to the contract are obligated - in the event of some provisions of these GTC being null and void or legally ineffective - to replace them by permissible provisions, which come as close as possible to the economic effect of the invalid provisions. This applies accordingly in the event of any legal gap occurring, which needs to be filled in.
- › d. Only Austrian law shall apply with the exclusion of the Reference Norms for Private International Law and the UN-Convention on Contracts for the International Sale of Goods.

It is exclusively agreed that the place of venue shall be the competent court of law for 5020 Salzburg, Austria.

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