



## GENERAL TERMS AND CONDITIONS OF TRANSPORTATION

FOR SPECIAL RIDES OF THE SALZBURG AG TOURISMUS GMBH [LTD.] (GTC SPECIAL RIDES SALZBURG AG TOURISMUS GMBH)

### 1. Scope of application

These General Terms and Conditions (GTC Special Rides SALZBURG AG TOURISMUS GMBH) apply to all forms of transportation individually agreed between clients (e.g. company events or birthday / wedding celebrations) and WolfgangseeSchifffahrt Ferries and SchafbergBahn Cog Railway of Salzburg AG Tourismus GmbH reg. no. FN 265727a, Markt 35, 5360 St. Wolfgang, Austria. These special rides with vessels of the fleet of Wolfgangsee-Schifffahrt Ferries or railway vehicles of the rolling stock of SchafbergBahn Cog Railway, which may also include the provision of food and drinks by SALZBURG AG TOURISMUS GMBH as agreed, shall take place outside the regularly scheduled rides, which are accessible to the public as published or event programs of SALZBURG AG TOURISMUS GMBH. The current terms and conditions of transportation of SALZBURG AG TOURISMUS GMBH for both WolfgangseeSchifffahrt 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 SALZBURG AG TOURISMUS GMBH to the client these General Terms and Conditions are deemed to have been agreed and accepted.

### 2. Conclusion of the contract

SALZBURG AG TOURISMUS GMBH 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 SALZBURG AG TOURISMUS GMBH 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 If he does not accept the offer within the 14-day deadline, then the offer is deemed withdrawn by SALZBURG AG TOURISMUS GMBH and null and void.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 SALZBURG AG TOURISMUS GMBH. SALZBURG AG TOURISMUS GMBH is entitled to withdraw from the contract if:
  - the client is late in fulfilling his financial obligations;
  - SALZBURG AG TOURISMUS GMBH 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 SALZBURG AG TOURISMUS GMBH;
  - based on Force Majeure or due to any other cause, which would not be the responsibility of SALZBURG AG TOURISMUS GMBH, 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.

SALZBURG AG TOURISMUS GMBH 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 SALZBURG AG TOURISMUS GMBH for any costs or reimbursements. In this case SALZBURG AG TOURISMUS GMBH must notify the client in writing of such cancellation in a timely manner.

Valid from: January 2020

**Salzburg AG Tourismus GmbH – Ein Unternehmen der Salzburg AG**

Firmensitz: Markt 35, 5360 St. Wolfgang, Österreich, T +43/662/8884 9700, info@5schaetze.at, www.5schaetze.at,

UID: ATU62087100, Offenlegung nach § 14 UGB: Gesellschaft mit beschränkter Haftung, Landesgericht Wels, Firmenbuch: FN 265727a,

Die Leistungen hinsichtlich FestungsBahn und MönchsbergAufzug gelten als im Namen und auf Rechnung der Salzburg AG vereinbart.

Bankverbindung: Raiffeisenbank St. Wolfgang, IBAN: AT13 3454 5000 0007 5200, BIC: RZOOAT2L545





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### 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, SALZBURG AG TOURISMUS GMBH 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 SALZBURG AG TOURISMUS GMBH is entitled to seek the reimbursement of any costs and expenditures already incurred.

## 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 SALZBURG AG TOURISMUS GMBH. 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 SALZBURG AG TOURISMUS GMBH.

## 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, SALZBURG AG TOURISMUS GMBH is liable to the client only in case of premeditation or gross negligence – with the exception of personal injuries. The liability of SALZBURG AG TOURISMUS GMBH 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 SALZBURG AG TOURISMUS GMBH 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.

SALZBURG AG TOURISMUS GMBH 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.

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**WOLFGANGSEE  
SCHIFFFAHRT**

ONE OF  
THE  
FIVE  
TREASURES

SCHAFBERGBAHN  
**WOLFGANGSEESCHIFFFAHRT**  
FESTUNGSBAHN  
MÖNCHSBERGAUFZUG  
WASSERSPIEGEL

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### 6. Insurance / approval by authorities

There is liability insurance for SALZBURG AG TOURISMUS GMBH for the operation of WolfgangseeSchifffahrt Ferries and SchafbergBahn Cog Railway. The client is responsible and shall indemnify and hold SALZBURG AG TOURISMUS GMBH 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. Miscellaneous provisions

- a. Any provisions which deviate or supplement these General Terms and Conditions shall apply only if they are confirmed by SALZBURG AG TOURISMUS GMBH.
- 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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