

# GENERAL TERMS OF BUSINESS OF PILATUS-BAHNEN AG (GTB)

## 1. IN GENERAL

The General Terms of Business apply to all services – whether liable to charge or free – provided by PILATUS-BAHNEN AG. Furthermore, it is possible that the use of specific services may be subject to special conditions. In such cases, the customer will be advised as necessary before using the relevant service. The use of services provided by PILATUS-BAHNEN AG confirms acceptance of these GTB. A printed version of these GTB is available from PILATUS-BAHNEN AG.

## 2. CONCLUSION OF CONTRACT

A contract with PILATUS-BAHNEN AG is concluded with the unconditional acceptance, i.e. with the purchase, of one or more of the company's own services. From this point on, the rights and obligations of the contract, including the GTB, become effective.

## 3. SERVICES

PILATUS-BAHNEN AG pledges to diligently fulfil the agreed services. Valid as a basis are the services described in the valid brochures, the electronic media and other written offers, in announcements on Internet, in agreements reached and in the confirmation. Special tariffs, specific requests or supplementary agreements are only an integral part of the contract when accompanied by legally binding written confirmation.

All other information material produced and/or information given by third parties and not by PILATUS-BAHNEN AG do not form part of these GTB and are thus not binding.

## 4. PRICES

Prices are to be taken from the respective offer or valid price lists of PILATUS-BAHNEN AG. Subject to other agreements made between the customer and PILATUS-BAHNEN AG. Price amendments will be published in good time and are possible at any time to an agreed deadline.

Prices include VAT (Value Added Tax). Any increase in VAT between contract conclusion and provision of services will be borne by the customer.

All prices stated in brochures are in Swiss francs (CHF). Prices stated in foreign currencies are intended as a guideline only and will be charged at the current daily exchange rate. Any change will in principle be given in Swiss francs.

## 5. CONDITIONS OF PAYMENT

Payments are to be made immediately upon the conclusion of a contract. In principle, mountain rail & cableway tickets are not issued on credit or with an invoice. Any exception to this rule must be agreed in advance and is then only valid with advance written confirmation by PILATUS-BAHNEN AG.

Customers paying by invoice are obligated to pay the amount invoiced by the due date shown on the invoice. Objections to the invoice must be justified in writing within 10 days.

Should the customer fail to meet his payment obligations within the allotted time he falls into arrears without further reminder and is liable to pay interest of 5% on

arrears. Should payment still remain outstanding after a second reminder, PILATUS-BAHNEN AG has the right to suspend all services to the customer without further notification.

In the event of a payment default, PILATUS-BAHNEN AG reserves the right to charge the costs of reminders, address investigation and credit rating inquiries, including lawyer's fees. In the case of insolvency, protection from creditors, bankruptcy, etc., PILATUS-BAHNEN AG has the right to take all necessary steps to minimize damage and recover payment.

PILATUS-BAHNEN AG reserves the right to request total or partial prepayment for services. For reservations with an invoice address outside Switzerland, 100% payment of the reserved services or the deposit of a credit card number with expiry date and CVC security code number may be required as a guarantee.

Should a customer fall into arrears with settlement of an advance payment, PILATUS-BAHNEN AG has the right to withdraw from the contract.

## 6. WITHDRAWAL BY PILATUS-BAHNEN AG

PILATUS-BAHNEN AG reserves the right to withdraw from a contract at any time on significant grounds. Significant grounds are: weather conditions which for safety reasons render impossible the ascent and descent of Mount Pilatus, conditions and restrictions by the authorities, safety aspects and force majeure as well as other circumstances which PILATUS-BAHNEN AG are unable to accept or influence. The customer has no entitlement to claims against PILATUS-BAHNEN AG for any of the above circumstances.

In these cases PILATUS-BAHNEN AG will, without any obligation, assist with the organization of alternative capacity.

PILATUS-BAHNEN AG may also withdraw from the contract under the following conditions:

- The existence of reasonable grounds to assume that the event or its participants could endanger the smooth business operation or the safety or reputation of the hotels or mountain rail/cableway, or their guests.
- PILATUS-BAHNEN AG establishes that the event was booked using misleading or false information on key facts or for other than the stated purpose.
- Third parties who were brought into the organization of the event by PILATUS-BAHNEN AG on the authorization of the event organizer are completely or partially hindered in providing their services.

PILATUS-BAHNEN AG will immediately declare withdrawal on establishment of valid grounds and inform the event organizer without delay. The event organizer has no entitlement to claim damages against PILATUS-BAHNEN AG in any of the above cases.

## 7. LIABILITY PROVISIONS

PILATUS-BAHNEN AG pledges to diligently provide the customer with the services in the contract in accordance with these GTB and any other contract conditions which may have been agreed.

PILATUS-BAHNEN AG is solely liable for contractual or non-contractual damages if caused deliberately or through gross negligence. Proof of liability lies with the customer. Any other liability (slight or medium negligence, strict liability) is excluded.

In the event of accidents, bodily injury or death for which PILATUS-BAHNEN AG are liable, liability remains within the legal framework for direct damages.

PILATUS-BAHNEN AG is not liable for situations arising from unforeseen circumstances or force majeure.

PILATUS-BAHNEN AG is not liable for theft, loss etc., of property or asset value, financial loss or property damage.

## HOTEL AND GASTRONOMY

### 8. BASIS OF LEGAL RELATIONSHIP

A contract between the contractual partner and PILATUS-BAHNEN AG is concluded by our confirmation of the notification (booking) in writing, by telephone or electronically (online) of the contractual partner.

### 9. QUOTATIONS

The period of acceptance for quotations by PILATUS-BAHNEN AG is 14 days, provided that no other period has been agreed. Thereafter, the quotation by PILATUS-BAHNEN AG is no longer binding. PILATUS-BAHNEN AG reserves the right to withdraw from a quotation with good cause before expiry of the acceptance period.

### 10. OPTIONS

Options are binding for both parties during the agreed option period. After expiry of the optional period, PILATUS-BAHNEN AG reserves the right to hold the reserved dates and services at their disposal.

### 11. CHANGE IN NUMBER OF PARTICIPANTS

The customer is obligated to notify PILATUS-BAHNEN AG of the exact number of participants as soon as possible, by the latest 48 hours before the event.

A reduction in the number of participants (compared to the final number notified) will only be taken into account to a maximum of 5%. Further reductions in numbers will be borne by the event organizer. If the number of participants in an event is higher than notified, the actual number of participants will be invoiced.

PILATUS-BAHNEN AG guarantees the provision of the agreed services for up to 5% more participants at the agreed conditions. If the number of participants varies by more than 5%, PILATUS-BAHNEN AG reserves the right to re-determine the agreed price and allocate other rooms, provided that this is within reason for the event organizer. The event organizer may not claim the circumstances to be unreasonable if compelling grounds, such as obligations imposed by the authorities or other safety requirements necessitate the allocation of other rooms.

## 12. INFORMATION

By the latest 10 days before the event, the event organizer is obligated to provide PILATUS-BAHNEN AG with the detailed programme, information on the upward and downward journey with the PILATUS-BAHNEN, particulars of the rooms, type and extent of technical facilities required, as well as all information required by PILATUS-BAHNEN AG for the smooth running of the event. The event organizer must also provide any additional information requested by PILATUS-BAHNEN AG.

Should changes be made to the agreed starting and finishing times of an event, PILATUS-BAHNEN AG may invoice any associated extra costs. This does not apply to changes for which PILATUS-BAHNEN AG is responsible.

## 13. CANCELLATIONS

PILATUS-BAHNEN AG must be notified in writing as soon as possible of any significant changes or cancellations involving an event. If the entire reservation is cancelled through no fault of PILATUS-BAHNEN AG, the following fixed cancellation charges (in % of the reserved services) will be liable:

### A. Groups from 10 adults

- Cancellation up to 60 days before agreed date: no charge
- Cancellation 59-30 days before agreed date: 30%
- Cancellation 29-10 days before agreed date: 60%
- Cancellation 09-00 days before agreed date: 100%

If the reserved services (rail/cableway journey, menu & beverages) have not yet been determined, the sum of CHF 100.00 per person will be used as a basis for the charges.

The date on which the written cancellation is received by PILATUS-BAHNEN AG will determine the calculation of charges.

### B. Hotel stay by individual travellers up to 10 persons

Cancellation by individual guests is free of charge up to 48 hours before the arrival date. A charge of one overnight stay will be made for cancellations received after this period or for no-shows.

### C. Hotel stays by groups

Groups in terms of these GTB are groups of a minimum of 15 reserved persons. PILATUS-BAHNEN AG is to be provided with the final list of names and the actual number of members of the respective group by 7 days before arrival. Later changes in the number of overnight stays may result in further charges.

The following fixed cancellation charges (in % of the reserved services) will be liable:

- Cancellation up to 30 days before agreed date: no charge
- Cancellation 29-15 days before agreed date: 30%
- Cancellation 14-08 days before agreed date: 75%
- Cancellation 07-00 days before agreed date: 100%

## 14. PROVISION OF OWN FOOD AND BEVERAGES

In principle, the event organizer may not provide own food and beverages. Exceptions require the written consent of PILATUS-BAHNEN AG. In this event, an

amount will be charged to cover general overheads (service charge).

## 15. DAMAGES / INSURANCE

The customer is liable to PILATUS-BAHNEN AG for any damages and losses caused by him or his auxiliary personnel or participants without PILATUS-BAHNEN AG having to establish blame. PILATUS-BAHNEN AG accepts no liability whatsoever for theft or damage to objects, clothes or materials brought in by the customer, event organizer, speakers, participants or third parties.

Insurance for the event and any materials brought in are the responsibility of the event organizer. PILATUS-BAHNEN AG may request confirmation of insurance.

## 16. MISCELLANEOUS

PILATUS-BAHNEN AG reserves the right to amend these GTB and other contract conditions at any time. The customer will be notified in good time of any amendments to these GTB together with the validity date. Should a customer be considerably disadvantaged by amendments to the GTB, he has the right to withdraw from the contract on the date of validity of the amended GTB. The right to withdraw expires on the date of validity of the amendments.

Amendments to a contractual agreement require the written form and must be signed by the parties.

Notifications by e-mail are considered as having been made in writing.

## 17. APPLICABLE LAW AND PLACE OF JURISDICTION

The relationship is exclusively subject to Swiss law.

The invalidity of individual provisions of the contractual relationship will not lead to the entire contract becoming invalid.

The place of jurisdiction is Alpnach/Switzerland, whereby PILATUS-BAHNEN AG has the right to prosecute the contractual partner at his domicile or any other admissible location.

**NB: This is a translation of the original German version. In the event of any dispute arising from this contract, the original German version applies.**