

## GENERAL

The Bergbahnen Engelberg-Trübsee-Titlis AG (Engelberg-Trübsee-Titlis Mountain Railways Co. Ltd. – hereinafter called "TITLIS ROTAIR"), as a mountain railway undertaking, are active mainly in the fields of the transport of passengers, luggage, express parcels, goods and animals, as well as the running of catering and hotel businesses. The conveyance service takes place on the basis of the regulations on transport by railways and ships, as well as these present GTB. Every natural or juridical person who has concluded a contract with TITLIS ROTAIR shall be designated a customer.

### 1. Validity of these General Terms and Conditions of Business (GTB)

The General Terms and Conditions of Business (hereinafter "GTB") shall apply for all the services and products (hereinafter jointly the "Services") – whether for a payment or free of charge – which TITLIS ROTAIR renders. In addition, in the case of the use of certain TITLIS ROTAIR services, special provisions valid for the respective service can be applied. Where appropriate, the customer's attention shall be drawn to this before utilising the service concerned. If you use the services of TITLIS ROTAIR, you accept the validity of these GTB. An edition in writing of these GTB can be obtained from TITLIS ROTAIR.

### 2. Description of services

The services of TITLIS ROTAIR include the conveyance of passengers, luggage, express parcels, goods and animals on all the transport installations in its possession, the catering for passengers at all the restaurant businesses belonging to it, as well as the provision of accommodation and catering for customers in its hotel businesses. In addition to this, there are all the additional services associated with these services.

### 3. Offer

All prices shall be in Swiss Francs (CHF) and include the statutory value-added tax (VAT No. 253299). The details and prices listed in the catalogue shall be subject to change. Availability for supply and error reserved. The prices for business customers shall be made known on request.

### 4. The customer's obligations

The customer shall be obliged to use all the installations, catering and hotel premises, with all the movables and machines located therein, used by him, with due care. The customer shall be liable for any damage resulting from wrongful handling.

### 5. Prices

TITLIS ROTAIR endeavours to offer its services at reasonable prices. The current and binding prices are to be obtained directly from TITLIS ROTAIR. This shall be subject to the reservation of differently worded agreements between the customer and TITLIS ROTAIR. Changes in prices shall be published in good time, and are possible at any time and at any date. The change of tax or other decisive levy rates (namely of value-added tax) shall entitle TITLIS ROTAIR to adjust its rate scales without any corresponding prior notice. In the case of well-founded doubts about compliance with the contractual terms of payment, TITLIS ROTAIR can request the lodging of security by its customers at any time.

### 6. Terms of payment

The customer undertakes to pay the amount invoiced by the due date stated on the invoice form. In the case of small invoice amounts, TITLIS ROTAIR shall be entitled to postpone the invoicing. Objections to an invoice are to be lodged in writing and stating the reasons within 10 days. If the customer does not meet his obligation to pay within the period for payment then, upon the expiry of this period, he shall be in default and shall have to pay interest on arrears of 5% without any further notice. If the payment shall fail to appear even after a second reminder, TITLIS ROTAIR shall be entitled to suspend all services to the customer without any further notification. We reserve the right to request payment in advance in whole or in part for services. For events with a foreign invoice address, we would ask you for your credit card number with the expiry date and the card verification code (CVC) or 100% payment in advance as a guarantee. This shall also apply for events that are booked from abroad. Agreements worded differently between the customer and TITLIS ROTAIR shall remain reserved.

### 7. Vouchers

Vouchers from TITLIS ROTAIR can be redeemed solely at the branch of business noted therein. The CHF 10.00, CHF 20.00 and CHF 50.00 value vouchers are an exception to this. Expired vouchers shall be extended only if they have been demonstrably purchased. Vouchers, which have been issued free of charge (sponsoring, PR purposes, shareholders' tickets, etc.) shall not be extended.

### 8. Internet / Internet pages

All the particulars published on the Internet (prices, online calculations, reservations, etc.) shall be subject to change. TITLIS ROTAIR shall not assume any liability for Internet errors, damage by third parties, imported data of all kinds, in particular viruses, worms, Trojan horses, etc. A fault-free functioning of the hardware and software cannot be guaranteed. The Internet pages can contain technical inaccuracies or typographical errors. TITLIS ROTAIR shall in no case be liable for any damage, be it direct, indirect, special or other consequential, which shall result from the use of TITLIS ROTAIR Internet pages or any Internet page linked to them. Any liability for loss of earnings, interruption of operations, loss of programs or other data in customers' information systems shall also be ruled out. This shall also apply even if the attention of TITLIS ROTAIR has been expressly drawn to the possibility of such damage. Cookies are data elements, which an Internet page can transmit to the browser in order to enhance the performance of database-supported systems. The browser can be set in such a way that it signals the receipt of cookies. It can thus then be decided whether the same will be accepted or not. In principle, no personal data will be left behind when visiting our Internet pages. However, name and/or address data will be required in individual cases. The need for such personal information will be pointed out especially in each case. TITLIS ROTAIR reserves the right to change or update the information on its Internet pages at any time and without prior announcement. This shall also apply for improvements and/or changes to the products or programmes described on these Internet pages.

### 9. Data use

Personal and address data, which we collect in connection with the rendering of a service, can be used by TITLIS ROTAIR for advertising purposes.

### 10. Liability

TITLIS ROTAIR undertakes to the customer to render the services pursuant to the contract, these present GTB and the other contractual terms with due care. TITLIS ROTAIR shall be liable only in the case of intentional or grossly negligent contractual or extra-contractual damage. The proof of fault shall be incumbent on the customer. Any further liability (slight, medium negligence; liability for the consequences) shall be ruled out.

### 11. Amendment of the General Terms and Conditions of Business (GTB) and the other contractual terms

TITLIS ROTAIR reserves the right to amend the GTB and the other contractual terms at any time. Amendments to the GTB shall be notified to the customer in good time with announcement of the beginning of validity. If the customer should be considerably disadvantaged through the amendment of the GTB, then he shall be entitled to terminate the contract at the time of the entry into force of the amended GTB. The right to terminate shall lapse with the entry into force of the amendment.

### 12. Applicable law and legal venue

Our business activity is based exclusively on Swiss Law. The ineffectiveness of individual provisions shall not lead to the ineffectiveness of the contract as a whole. The legal venue shall be Engelberg, whereby TITLIS ROTAIR shall be at liberty to sue at the defendant's domicile.

## RAILWAY SERVICES

### 13. General provisions

All tickets are personal and not transferable (exception: optional multi-day ticket) and are to be shown to the inspection staff on demand. A subsequent exchange for other tickets is not possible.

### 14. Validity of tickets and season tickets

The tickets and season tickets shall be valid only during the published operating times. The season tickets shall not be valid for evening and special events outside of the operating times.

### 15. Loss or theft of tickets

No reimbursement shall be made in the case of the loss or theft of a ticket. Replacement shall be made only if the cashier's receipt can be produced and the ticket, after appropriate clarification, has not been used. A processing fee shall be charged.

### 16. Wrongful use of season tickets

For the use of the Titlis Rotair cableways with a wrong ticket a penalty will be raised of CHF 50.- and for using the Titlis Rotair cableways without a valid ticket a penalty of CHF 100.-. Every wrongful use of a ticket or of the particulars contained therein shall result in its immediate withdrawal without compensation. A handling fee amounting to CHF 150.00 shall be charged. In the case of reckless behaviour, use of a slope endangered by avalanches, trespass in a game preserve or disregard of instruction or prohibition signs, persons can be refused transport. Civil or criminal law measures shall remain reserved.

## 17. Reimbursement in the case of illness or accident

Reimbursement as a result of illness or accident shall be made only for tickets valid for more than 3 days and season tickets. A pro rata reimbursement will be granted on presentation of a medical certificate valid from the date of deposition of the ticket/season ticket at the Titlis administration office. A processing fee of CHF 15.00 shall be charged for reimbursements for tickets bought via [www.titlis.ch](http://www.titlis.ch) or [www.skipass.cx](http://www.skipass.cx). The right to reimbursement for season tickets shall exist only within the period of the validity of the season ticket concerned.

## 18. Reimbursement in the case of bad weather or other cases of force majeure

Bad weather shall not give any right to a reimbursement or extension. In the case of tickets valid for more than 2 days, the fare rates are graduated regressively. In return, you participate in the weather risks that can lead to a closure of the skiing slopes, and the railway or lift installations. We therefore recommend that you take out an insurance against deficiencies or cancellation with your usual insurance companies.

## 19. Reimbursement in the case of interruption of services

An interruption of services shall not give any right to a reimbursement or extension. The mountain railways are subject to Swiss Transport Law. Services can be suspended for safety reasons, or depending on the snow and weather conditions.

## 20. Reimbursement in the case of the closure of ski or toboggan runs

The closure of ski or toboggan runs shall not give any right to a reimbursement or extension.

## 21. Reimbursement in the case of an unexpected departure

An unexpected departure shall not give any right to a reimbursement or extension.

## 22. Ski slopes

Engelberg-Titlis is a high alpine skiing area. Please be sure to heed the markings. In the case of "Variant ski runs" particular dangers must be reckoned with (avalanches, cornices or other natural hazards). You leave the ski run at your own risk. Please treat the young forest with care and do not scare animals living there. Dogs are not allowed on the ski runs.

## CATERING AND HOTEL BUSINESSES

### 23. Basis of the legal relationship

The reservation/acknowledgement of an order shall serve as the basis of the legal relationship. Reservations shall be confirmed in writing. Without any response to the contrary from the customer within 10 days, we shall regard the reservation as approved.

### 24. Option dates

Option dates (offers, acknowledgements of orders, etc.) shall be binding on both parties. After the expiry of the option period, TITLIS ROTAIR can automatically have the premises/room at its disposal.

## 25. Cancellation

### a. Cancellation of events

We would ask you to please notify us of substantial changes to your reservation as early as possible and in writing. If the reservation is cancelled completely, without our being responsible for this, on principle the following all-in cancellation charge shall be due:

- Cancellation 0 – 5 days before the event: 100%
- Cancellation 6 – 14 days before the event: 50%
- Cancellation 15 – 30 days before the event: 20%
- Cancellation up to 30 days before the event: free of charge

If you cancel an event, we shall endeavour to allocate the same elsewhere. In the case of an equivalent event being staged by third parties, you will incur just a reimbursement of expenses (menu costs) of 10 - 20% (depending on the period of notice of cancellation). If no performance has yet been agreed, we start out from a calculation basis of CHF 40.00 per person. If you hold an event on the originally agreed scale within one year at our establishment, 80% of the cancellation costs will be credited to you again.

### b. Cancellation of hotel reservations

If you have reserved a room, without having guaranteed the reservation by means of a credit card, we shall keep the room for you until 4:00 p.m. on the day of arrival. If you should not have appeared by 4:00 p.m., TITLIS ROTAIR can automatically have the room(s) at its disposal. If you have guaranteed your reservation by means of a credit card and can not/do not want to take up the reserved service, we would ask you to please cancel the reservation by 4:00 p.m. on the day of arrival at the latest. In the case of a late cancellation, no-show, late arrival or premature departure, the overnight accommodation shall be invoiced on principle for the whole agreed duration, in accordance with your reservation. However, if the situation should arise, we shall bill you or charge your credit card with five unused nights at the most. And if we can let the room(s) elsewhere, we shall gladly refrain from presenting a bill or charging your credit card. However, for reservations via the Online Booking Engine the position shall be: Reservation is only possible by stating a valid credit card number. The credit card is regarded as the guarantee. If the credit card details are wrong, the reservation shall not be upheld, despite the automatic reservation confirmation. A cancellation of the reservation must take place by 24 hours before the arrival at the latest; otherwise the first night will be charged 100%. The position in the case of cancellations of groups of over 10 persons shall be:

- 0 – 7 days beforehand: 100% of the lost room turnover
- 8 – 14 days beforehand: 75% of the lost room turnover
- 15 – 30 days beforehand: 30% of the lost room turnover (becomes due for payment in advance 30 days before arrival)

## 26. Number of participants

Please inform us of the definite number of persons as early as possible, at the latest, however, 48 hours before the function (for events without

hotel rooms) or 5 days before arrival with room bookings. Differences at short notice can incur costs.

## 27. Damage / Insurance

Customers shall be liable to TITLIS ROTAIR for any damage and loss caused by them, their helpers or participants, without TITLIS ROTAIR having to prove blame. TITLIS ROTAIR shall reject any liability for any theft of and damage to materials that are brought in by organisers, participants, speakers or third parties. In the case of seminars and banquets, the organiser shall be responsible for all the necessary insurance (in particular for items brought in). TITLIS ROTAIR can request proof of this insurance.

## 28. Extension

You decide on the length of your celebration. We shall be guided entirely by your wishes. In the case of evening events lasting longer than midnight, we will gladly organise the required extension for you. After midnight, we shall charge a night-work supplement for every hour or part of an hour. The night-work supplement shall be CHF 200.00 for every hour or part of an hour for up to 50 persons and CHF 300.00 for every hour or part of an hour for over 50 persons.

## 29. Meals + drinks

If no other agreement in writing to the contrary has been made, the customer shall obtain all meals and drinks from TITLIS ROTAIR; otherwise a corkage can be charged.

## 30. Extra charges

In the case of special wishes and services, we reserve the right to possibly charge extra.

## 31. Annulment of a reservation agreement

If TITLIS ROTAIR should have well-founded cause for the assumption that the event will endanger the smooth conduct of business, the safety or the reputation of the undertaking, it shall be entitled to annul the reservation agreement at any time without compensation.

## BERGBAHNEN

### ENGELBERG-TRÜBSEE-TITLIS AG

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