

GENERAL TERMS AND CONDITIONS

TICKET SHOP OF SALZKAMMERGUTBAHN GMBH [SALZKAMMERGUT RAILROAD LTD.]

1. Scope of application

The General Terms and Conditions (GTC Online-Ticket Shop SKGB) apply to all electronic orders from the Online-Ticket Shop of Salzkammergutbahn GmbH [Salzkammergut Railroad Ltd.], company registry no. FN 265727a, Markt 35, 5360 St. Wolfgang, Austria (hereinafter briefly referred to as „SKGB“), by its customers (hereinafter also referred to as „Buyers“) and thus also to all legal transactions regarding the purchase of tickets in the Online-Ticket Shop of SKGB. The terms used in these GTC (for example: Buyer) refers to women and men alike.

The language of the contract is English. When buying a ticket, the fare conditions and transport conditions of SKGB are considered to be agreed. The fare conditions, transport conditions as well as the GTC Online-Ticket Shop SKGB in their current version may be retrieved and downloaded at:

https://www.schafbergbahn.at/content/website_schafbergbahn/de_at/impressum.html

The Online-Ticket Shop of SKGB is referring to the local time (Central European Time). Offers and travel itineraries are therefore referring to it. Therefore, there could be differences to the time displayed on the end-user device of the customer.

2. Conclusion of contract

The display of the tickets in the Online-Ticket Shop does not constitute a legally binding offer, but merely a non-binding online catalogue. By clicking on „Order with obligation to pay,“ the buyer is placing a binding order. After completing the payment process, the Buyer will receive an order confirmation to the e-mail address stated in the order placement, together with the ticket and the associated invoice. The ordered ticket as well as the invoice are also immediately available after the ordering process for downloading. By providing the ticket, SKGB accepts the order of the customer and a legally binding contract between SKGB and the customer is created. The customer and contract details will be stored by SKGB for the purpose of accounting and the preparation of the attachments to the contract. If SKGB should be unable to process the order of the customer, then the customer will be notified about that by e-mail.

3. Cancellation

According to § 1 (3) FAGG [German acronym for the Austrian Distant and Off-premises Business Transaction Act] there is no right to cancellation for contracts regarding the transportation of persons and thus for the purchase of tickets in the Online-Ticket Shop of SKGB. The customer acknowledges explicitly that based on the legal exception regulation thus described he has no right to cancellation in accordance with the FAGG [German acronym for the Austrian Distant and Off-premises Business Transaction Act].

4. Prices and terms of payment

All prices in the Online-Ticket Shop are stated in EUR. The price which is payable by the customer is the total amount in EUR as stated in the shopping cart. It includes – unless otherwise indicated explicitly – all surcharges, taxes and public fees. All prices also include Austrian value-added tax (sales tax).

The Buyer has to ensure that the display of the shopping cart is current. After the ordering process has commenced, the Buyer is shown a summary of his application. The prices and reserved journeys contained therein will be accepted by the system without the possibility of changes for 10 minutes. After that, the system will release the reserved seats automatically and the customer has to start the ordering process anew.

The payment of the tickets ordered in the Online-Ticket Shop of SKGB is carried out exclusively through credit card by entering the required credit card details. The processing of credit cards is carried out by hotbox AG, company registry no. FN 37265 b, Josef-Brandstaetter-Strasse 2b, 5020 Salzburg, Austria, as the payment service provider. The transmission of the payment data by the customers to the payment service provider is carried out with SSL-encryption.

5. Delivery of online-ticket

After successful payment of the ticket the customer will be shown the online ticket by the Online Ticket Shop as a download link and also sent to the e-mail address as stated during the ordering process. No additional processing fee will be charged for this service. The purchased tickets are transferable.

The tickets ordered by the customer through the Online-Ticket Shop will thus only be sent electronically and must be printed out by the customer in A4 format in order to be properly used or stored on the mobile end-user device.

SKGB – Salzkammergutbahn GmbH is a subsidiary of Salzburg AG

Corporate headquarters: Markt 35, 5360 St. Wolfgang, Austria, Tel. +43/6138/2232-0, Fax +43/6138/2232-9705
berg.schiff@schafbergbahn.at, www.schafbergbahn.at, www.wolfgangseeschiffahrt.at
VAT ID: ATU 62087100, Disclosure per § 14 of the Austrian Corporate Code (UGB): limited liability company,
Landesgericht Wels,
Corporate registry: FN 265727a, Bank details: Raiba St. Wolfgang, IBAN: AT13 3454 5000 0007 5200,
BIC: RZ00AT2L545

Status: May 2019

6. Obligations of the customer when buying online tickets

The customer is in any case responsible to protect his ticket from theft or any impermissible duplication.

The tickets may be printed in A4 format or stored on a mobile end-user device. The purchasing process must be completed in any event prior to commencing the ride.

The documents printed by the customer must be presented in such way that all details can be read and checked completely and correctly. Any tickets, which are not completely and correctly legible or verifiable during a ticket check, are invalid. The valid online ticket must be clearly visible on the display and the customer has to ensure that the end-user device has sufficient power for the duration of the validity of the ticket.

The checking of the validity of the tickets is carried out through a scan of the tickets at the entrance of Schafbergbahn [Schafberg Train] and Wolfgangseeschiffahrt [Wolfgangsee Ship]. Access is only possible with a valid ticket.

7. Refund, cancellation and re-booking of tickets

› a. Refund of a ticket

No refund is given for an unused or only partially used or a lost ticket. If the transportation has not taken place for reasons, for which SKGB is responsible, then the cost of the ticket as paid will be refunded in its entirety.

If the transportation has not taken place for reasons, for which the passenger is responsible, then there is no right to a refund.

› b. Cancellation of a ticket

Tickets which were purchased online and which have not yet been used may be cancelled up to 7 days prior to the journey (according to the date and time of the scheduled journey) via e-mail (berg.schiff@schafbergbahn.at) or locally during the business hours of the ticket desks of SKGB. In this case, the ticket price, minus a refund fee of € 5,00 per ticket, will be refunded.

› c. Re-booking of a ticket locally

Tickets purchased online may be re-booked locally up to 20 minutes prior to the scheduled journey (according to the date and time of the scheduled journey according to the ticket) during business hours at manned ticket offices of SKGB by changing the date and time of a journey subject to availability. Furthermore, there are terminals for re-bookings available; however, these can only be used by the customer to change the departure time, but not the date, on his own and subject to availability. Within less than 20 minutes prior to the scheduled departure (according to the date and time of the scheduled journey displayed on the ticket) re-bookings are no longer possible.

8. Liability

If damages are incurred based on data entered erroneously by the customer during the purchase of the ticket in the Online-Ticket Shop, then the customer shall be liable for such damages as a result. If the entry of wrong data by the customer has been made deliberately or in an abusive manner, then SKGB shall prohibit the customer from using this function in perpetuity.

SKGB does not assume any liability that the Online-Ticket Shop is available at all times and that the functions are always usable. If the Online-Ticket Shop should be unavailable temporarily for any reason, then this does not constitute a liability claim for the customers against SKGB. The same applies to any downtimes for system maintenance.

Each party to the contract shall be liable to the other in accordance with general damage claim law regulations. To the extent that beyond that liability depends on culpability, such liability is only applicable in cases of intent or gross negligence, with the exception of bodily injury. In the event of liability by Salzburg AG [Salzburg Corporation] due to gross negligence, liability shall be limited to direct damages – to the extent permissible by law. The liability of Salzburg AG [Salzburg Corporation] for consequential damages, lost profits and indirect damages is excluded – to the extent permissible by law. This exclusion of liability does not apply to consumers in accordance with the KSchG [German acronym for the Austrian Consumer Protection Act].

SKGB will not assume any liability for any viruses, interferences, hacking or other disturbances by any third parties, which affect safety.

9. Data protection

All information contained in the subject-matter contract will be processed through automation by SKGB for the purpose of in-house administration and stored in its internal computer system.

Any and all data compiled by SKGB will be processed exclusively within the framework of current data protection regulations and in accordance with the declaration regarding data protection by SKGB.

10. Final provisions

› a. Any provisions, which deviate from or supplement these general terms and conditions shall only be valid if they have been confirmed by SKGB. Any supplemental agreements or amendments to the contract required written format.

› b. Any possible invalidity of individual provisions shall not affect the validity of the remaining general terms and conditions. In lieu of the invalid provision there shall be a valid provision – only towards legal entities – which comes as close as possible to the economic effect and purpose from a business point of view. This shall also apply appropriately in the event that there is a regulatory gap, which requires completing.

› c. Austrian law shall apply exclusively with the exclusion of the conflict of law rules of international private law and the UN purchase law.

› d. It is agreed that the place of venue shall be exclusively the competent court of law for the City of Wels [Austria] for contracts, which have been entered into with companies.

› e. Consumers have the possibility to address complaints with the online dispute resolution platform of the European Union: <http://ec.europa.eu/odr> Customers who are consumers, may file their complaint also directly with SKGB at the following e-mail address: berg.schiff@schafbergbahn.at

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