

General Terms and Conditions of Business Schiffsbetrieb Walensee AG

1. General regulations

These general terms and conditions (GTC), as amended from time to time, are an integral part of any contractual legal relationship between passengers or customers and the Schiffsbetrieb Walensee AG (SW). They apply to every form of contract. By making a booking, customers confirm their unconditional and full acceptance of these GTC.

2. Conclusion of contract

Bookings can be made by telephone, in writing, online or in person. The contract is valid once the customer has received a written confirmation of the reservation.

3. Number of participants

If the number of participants stated in the reservation confirmation for group course trips changes, you must notify SW in writing at least 5 working days before the date of travel. If this is not the case and fewer passengers show up on the date of travel, SW will charge the number of participants stated in the reservation confirmation. For private boat hires: if more passengers show up and the number of passengers falls into a new price category, the more expensive price for the boat hire will be charged. Our boat hire prices can be found in the separate price list.

4. Prices

All published prices are in Swiss francs and include the currently applicable Swiss VAT rate. Prices are subject to change without prior notice.

5. Payment options

You can pay in cash, by debit or credit card as well as with TWINT on our boats. In our web shop, payments can be made by credit card or by TWINT. All invoices are issued in Swiss francs including VAT. Invoices can only be issued to recipients within Switzerland.

5.1 Course trips

Groups of 10 passengers or more can request payment by invoice for amounts of CHF 100.00 or more. A fee of CHF 10.00 will be charged for this service.

5.2 Public event boats

Entry to our public event boats can only be given if the tickets have been paid for in advance. Event tickets can be purchased via the web shop (by credit card or TWINT) or at the office sales point in cash or by debit/credit card.

5.3 Private ship rentals

Payment on account can be requested for private boat hire.



6. Advance payment

SW reserves the right to charge a deposit of the fare for reserved journeys. This deposit will be credited towards the cost of the journey or refunded in the event of cancellation, subject to the deduction of operational costs.

7. Cancellation

Cancellations must always be made in writing. The date of receipt of the written confirmation notification by SW is decisive for calculating the cancellation deadline. In the case of cancellations received at weekends or on public holidays, the next working day shall be decisive. SW reserves the right to make refunds in the form of a voucher.

If a confirmed order is cancelled, the following costs will be charged:

7.1 Individuals course trips

The course tickets are not dated and are valid for 1 year from the date of purchase. For this reason, refunds due to incorrect use in self-service sales are the exception. This decision to give a refund or not is made at the discretion of the ship's staff on site. If a refund cannot be made on the ship and is processed by the office sales point, a processing fee of CHF 10.00 will be charged.

7.2 Group course trips

Group tickets for course operations are also valid for 1 year from the date of purchase. Refunds will only be made in exceptional cases. For group tickets that were purchased in advance: if the number of participants changes on the day of travel, refunds can only be made by the office sales point (partial refund). In this case, a processing fee of CHF 10.00 will be charged.

7.3 Public event boats

We have a minimum number of participants needed for our event ships to take place. SW reserves the right to cancel or postpone trips with too few attendees or to operate them with a stationary boat at the jetty in Unterterzen. Guests will be informed of any changes as soon as possible.

In the event of cancellation of the event boat by SW, the guest will be refunded the amount already paid. In the event of cancellation of the public event cruise by the customer, no refund will be made for tickets already paid for.

7.4 Private ship rentals

• 0 - 7 days in advance: 100 % of the order

• 8 - 10 days in advance: 80 % of the order

• 10 - 20 days in advance: 50 % of the order

• 21 days or more in advance: CHF 100.00

In the event of a no-show, the confirmed amount will be charged. No fees will be charged in the event of a cancellation by the SW.



8. Obligation of the customer

The confirmed departure times must be strictly adhered to. Any changes to journey times must be notified to the office sales point in good time (at least 48 hours before departure). Drinks and any catering must be purchased from the SW. Ordered food (aperitifs, etc.) must be paid for in any case. The installation of ship decorations must be discussed and authorised in advance with and by SW. Music groups and other performances must be authorised by SW and mentioned accordingly in the confirmation of the reservation. Noise emissions (music, etc.) after 10.00 p.m. are only permitted in closed rooms (due to noise abatement regulations).

9. Obligations of the SW

For private boat rentals and public event trips, the boat normally arrives at the landing stage 5 to 10 minutes before the confirmed departure time. However, scheduled boats have priority when the landing stage is occupied. Staff must always adhere to the journey times stated in the booking confirmation.

10. Liability

It is prohibited to attach nails, screws, adhesive strips, paint, etc. anywhere on our ships. Any burning of fireworks, sparklers, table bombs, sky lanterns etc. is strictly prohibited on the boat. If damage is caused to our ships, furniture or inventory through negligent or willful acts, the person responsible is liable. Normal cleaning work is included in the price. In the event of heavy soiling, the customer will be charged for the additional cleaning work.

11. Additional contractual provisions

In the event of a storm, no guarantee can be given that the confirmed sailing time will be adhered to. In the event of very unfavourable meteorological conditions, SW may cancel the cruise for safety reasons. In this case, SW reserves the right to not refund tickets for course trips.

12. Concluding provisions

The relationship between the customer and SW shall be governed exclusively by Swiss law. The General terms and conditions listed here are an integral part of any contract.

13. Data Protection

The collection, processing, storage and backup of personal data is governed by the applicable <u>data protection declaration</u> of Schiffsbetrieb Walensee AG.

Unterterzen, October 2023