
General Terms and Conditions of Brig Simplon Tourismus AG

1. Scope of application

- (a) These General Terms and Conditions (hereinafter **GTCs**) govern the contractual relationship between Brig Simplon Tourismus AG (hereinafter **BST** or **we/us**) and its customers (both natural persons and legal entities such as tour operators (hereinafter the **Customer** or **you**).
- (b) These GTCs apply for all services we offer ourselves (hereinafter **services**), with the exception of package holidays. Package holidays are subject to separate terms and conditions.
- (c) Where we act as an agent for third-party services (e.g. for the booking of accommodation via our website), the contract shall be made exclusively between you and the third-party provider in question. In such cases, we are not party to the contract and these GTCs are not applicable (in such cases our agency conditions shall apply, available at www.brig-simplon.ch/agb-datenschutz).
- (d) By booking or using our services, you accept these GTCs and they become a part of the contract.
- (e) Your own general terms and conditions or similar documents are hereby explicitly excluded, even where you have made reference to their validity.

2. Formation of contract

- (a) Descriptions of services, images, prices and other information provided by us in brochures, in our branches or on our website are not binding and may be modified by us at any time.

- (b) Your order and/or booking request shall simply be considered an offer to us until the conclusion of a contract. A contract (hereinafter each referred to as **individual contract**) shall only be formed upon our consent. Consent shall be provided by way of written confirmation, signing of a written contract or through performance of the order and/or rendering of the service by us. We reserve the right to reject booking requests without providing a reason.

3. Booking for other persons

If you book a service for you and other persons, you shall assume responsibility for all other persons. You shall be responsible for all actions or omissions of the other persons as though performed by yourself.

4. Rendering of services by BST

- (a) We shall fulfil the agreed obligations with care but shall not assume any liability for the outcome. In particular, we hereby exclude any material or legal warranty and/or liability to the extent permitted by law.
- (b) We shall make all efforts to ensure services are rendered exactly as agreed. However, small changes to the programme are sometimes necessary. We thank you for your understanding in this regard. For large changes that objectively lead to an impairment of the service, you shall be entitled to request a proportionate refund of the paid price.
- (c) Unless otherwise agreed, we shall be free to choose any of our employees to render

the respective service. Where, in exceptional cases, we have guaranteed that certain persons will render the services, we shall still be free to substitute these persons for legitimate reasons (e.g. due to illness or other unforeseeable staff shortages).

- (d) We may use a third party to render the services or parts thereof. We shall choose these third parties carefully but shall not assume any liability for their actions or omissions.

5. Information obligations and communication

- (a) You must take it upon yourself to proactively inform us of any circumstances that are relevant to the rendering of the service. In particular, all information you provide to us must be complete, correct, up to date and truthful and you must inform us of any allergies, food intolerances or medical conditions without being requested to do so.
- (b) You are responsible for ensuring that we are able to reach you within a reasonable time via the communication channels provided by you. We must be notified of any changes (e.g. mobile number or email address) immediately. If you fail to do so, any correspondence we send to the old address shall be deemed as immediately received.

6. Prices and payment conditions

- (a) All prices stated are per person and given in Swiss francs (CHF) including VAT.
- (b) We may offer services on a pre-payment basis or on account at our discretion. Unless otherwise stated on the invoice, payment shall be due within 30 days and must be paid via bank transfer to the account provided by us. Deductions (discounts, etc.) from the invoice amounts may not be made. Settlement by way of counterclaims is not permitted.

7. Cancellation, changes to booking or no-show

- (a) The following cancellation fees apply for cancellations:

- (i) Cancellation up to 72 hours prior to start of service: free

- (ii) Later cancellation: full amount due

Notification of cancellation must be made in writing during our business hours (i.e. received by us on business days in Brig between 08:00 and 17:00). If notification of cancellation is submitted outside of our business hours, it shall be deemed as received on the next business day at 08:00.

- (b) In addition to the cancellation fees in accordance with Section 7(a), you shall be responsible for all costs for already booked and non-refundable third-party services (e.g. an already issued rail ticket). We may also request a processing fee of up to CHF 150 at our discretion.
 - (c) In the event of a no-show by you for whatever reason (illness, traffic delay, etc.), the full amount shall be due (except in cases of prompt cancellation in accordance with the above paragraphs).
 - (d) In the event that one person unable to attend, a replacement person may be named to take over the booked service under the same conditions. In such cases, we may request a booking amendment fee of up to CHF 50.

8. Cancellation or changes to services by BST

- (a) We reserve the right to cancel or amend the content of services in the event of heavy snowfall, heavy rain, storms or other adverse weather conditions, unforeseeable staff shortages or other unfavourable general conditions and events of force majeure (such as those defined in Section 11). In the event of cancellation of a service, we may offer a replacement date or refund you any already paid amount for the service. We

shall not be liable for any damages in this regard.

- (b) Certain services require a minimum amount of people (this is stated in the service description). If this number is not reached, we may cancel the service up to 24 hours prior to performance at the latest.

9. Deadlines and dates

- (a) We do all we can to ensure agreed dates and times are adhered to but we cannot provide any guarantee in this regard. In particular, we assume no responsibility and are not liable for delays or postponements that arise through no fault of our own.
- (b) We shall notify you of any postponed deadlines and dates in good time where possible.

10. Liability

We shall only be liable in the event of gross negligence or intent. Any liability on our part for slight or medium negligence, and any liability for actions or omissions of our agents or third parties, shall be hereby excluded. This limitation of liability shall not apply where such is not permitted based on compulsory statutory regulations, e.g. in the event of personal injuries. In such cases, liability shall be deemed as limited to the minimum extent permitted.

11. Force majeure

- (a) We shall not be liable for any breaches of contractual obligations where such breaches are a result of force majeure. Force majeure shall include any unexpected external events that cannot be avoided with reasonable measures which prevent us from fulfilling our contractual obligations. These includes, for example, wars, civil wars, armed conflicts, natural disasters, acts of terror, epidemics and

pandemics, quarantines, government measures, fire, blackout, etc.

- (b) In such cases, we shall be exempt from fulfilling the contractual obligations in question for the duration of the disruption and all deadlines shall be automatically extended by the duration of the disruption.
- (c) Where the disruption lasts for longer than 30 days, both parties shall be entitled to withdraw from the individual contract with written notice where such notice of withdrawal is submitted within 7 days of the 30-day period elapsing. Compensation for damages in such cases shall be mutually excluded.

12. Intellectual property rights

- (a) All copyrights, trademark rights, property rights and other rights pertaining to content provided by us, whether this be physical content (e.g. brochures, information sheets, etc.), website content or other forms of content, shall remain with us or the respective licensor. Any changes, duplications, disclosures, publication or forwarding to third parties of this content, as well as any other form of exploitation, shall be prohibited without our prior written consent.
- (b) We do not provide any guarantee that the provided content does not violate any third-party rights and exclude any liability in this regard.

13. Data protection

Our conduct with personal data is governed by a separate privacy policy, available at www.brig-simplon.ch/agb-datenschutz.

14. Miscellaneous

- (a) Statements made in text form transmitted or recorded via electronic media (email, SMS or the like) shall apply as written

statements pursuant to the Swiss Code of Obligations.

- (b) We are entitled to amend these GTCs at any time. You shall be notified of any amendments made during an ongoing contract in advance. Amendments shall be deemed as accepted by you without written objection within 30 days of notification. In the event of objection, you shall be free to terminate the business relationship with immediate effect.
- (c) Where one provision of these GTCs or the individual contract between you and us is invalid or ineffective, this shall not affect the effectiveness of the remaining provisions. The invalid or ineffective provision shall be replaced by an effective provision that most closely reflects the economic purpose of the invalid or ineffective provision. The same shall apply for gaps.
- (d) Rights and obligations arising from an individual contract may only be assigned where this is explicitly provided for in these

GTCs (e.g. Section 7(d)) or with our prior written consent. In such cases, you shall be obligated to impose all rights and obligations upon the legal successor in full, including this Section 14(d).

15. Applicable law and place of jurisdiction

- (a) Except in the event of any compulsory places of jurisdiction, the exclusive place of jurisdiction for all disputes pertaining to these GTCs or an individual contract shall be the town of Brig-Glis.
- (b) The legal relationship between you and us shall be subject to Swiss law exclusively, excluding its conflicts of laws and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (c) In the event of any conflict or difference in interpretation between the different language versions of this document, the German version shall prevail.