General Terms and Conditions of VERBUND Tourismus GmbH (hereinafter also referred to as VTO)

Passenger transportation by bus and inclined lift

Section 1: Validity of the General Terms and Conditions

1.1. These General Terms and Conditions (”T&Cs”) apply to services (”Services”) provided to visitors and other contracting parties (”Contracting Parties”) by VERBUND Tourismus GmbH with the business address Europaplatz 2, 1150 Vienna, Austria (”VTO”) – Contact information: Phone number +43 (0) 50 313 23201, email address tourismus@verbund.com, commercial register no. FN 64940 a, Commercial Court of Vienna, VAT ID. ATU36804801.

1.2. VTO provides its services exclusively in accordance with these T&Cs. VTO considers any deviating terms and conditions from Contracting Parties or any changes and/or additions to the T&Cs by Contracting Parties to be irrelevant and invalid, unless VTO expressly agrees to their validity in writing.

1.3. Contracting Parties must be, at a minimum, young persons over the age of 14 or be accompanied by a supervisor.

Section 2: Service description

2.1. VTO offers various services at its main sites and the Kaprun high mountain reservoirs (Kesselfallstraße 98, 5710 Kaprun, Austria) for which tickets can be purchased at the Kesselfall ticket office and online.

2.2. The Kaprun high mountain reservoirs can be reached by two transfer buses and the Lärchwand inclined lift (between the two bus journeys). The first bus transports visitors from the Kesselfall ticket office to the Lärchwand inclined lift, which then carries them to a second bus that travels along the lower Wasserfallboden reservoir and ends at the upper Mooserboden reservoir at an altitude of 2,036 metres.

2.3. Fulfilment of the contract of carriage and, accordingly, the validity of these General Terms and Conditions begins with the commencement of the journey on the first bus from the Kesselfall ticket office, followed by the use of the Lärchwand inclined lift, and ending with the departure of the second bus at the Mooserboden mountain station, as well as the return journey for this entire route.

2.4. The two bus transfers – one before and one after the Lärchwand inclined lift – are operated by the Österreichische Postbus Aktiengesellschaft. The operating company's General Terms and Conditions, which are available at www.postbus.at/en/rechtliches/agb, also apply to the associated travel times.

2.5. Special guided tours for individual visitors or groups can be purchased as individual services or as a package on the websites https://visit.verbund.com/en and https://visit.verbund.com/en/kaprun/group-offers. Additional details on Kaprun are available online.

2.6. The services depicted and advertised on the website serve to inform Contracting Parties and do not constitute a legally binding offer. Information on the availability of dates is provided on the website or in the online form for the individual services.

Section 3: Prices

3.1. The prices listed or agreed upon by VTO at the time the contract is entered into apply.

3.2. Unless otherwise specified, the quoted prices are inclusive of all taxes and duties as specified in the current price lists or as individually agreed. Contracting Parties are required to bear the cost of any changes in prices resulting from taxes and duties. Any newly introduced government duties (regardless of their nature) will be added to the contractual prices.

Section 4: Conclusion of the contract / Payment

4.1. By purchasing a transport ticket at the Kesselfall ticket office or transferring the purchase amount online, which constitutes written acceptance of the contract offer by Contracting Party, the Contracting Party agrees to these T&Cs and a contract is concluded between the Contracting Party and VTO.
4.2. The Contracting Party is obliged to pay the agreed fee plus any additional amounts resulting from separate use of services by themselves and/or accompanying third parties plus statutory VAT.

4.3. The accepted payment methods are cash in euros, EC debit cards, MasterCard and Visa. The payment methods listed above are for non-binding informational purposes only. The inclusion of a payment method in the above list does not guarantee that the chosen method will not be rejected on grounds such as restrictions instated by the card issuer (transaction amount limit, blocking list, etc.).

4.4. The resale/rental and/or transfer of booked services is not permitted. In particular, tickets may not be passed on to third parties without the consent of VTO or for an amount that exceeds the applicable purchase price. The transfer or sale of the claim against VTO is also not permitted. In these scenarios, VTO is entitled to cancel the booking, especially if the

Contracting Party has provided false information on the type of booking or payment when transferring or selling a claim against VTO to third parties.

Section 5: Transport tickets and use of services

5.1. Transport tickets are sold online (see Section6 of these T&Cs) or at the Kesselfall ticket offices and entitle passengers to one return journey valid for the entire transfer route. Journeys between the stops Fürthermoaralm and Mooserboden can be taken as many times as the passenger would like. Tickets must be validated at the terminals of the Lärchwand inclined lift for both the ascent and descent. Transport by the Lärchwand inclined lift is operated exclusively by VTO.

5.2.The two bus transfers – one before and one after the Lärchwand inclined lift – are operated by the Österreichische Postbus Aktiengesellschaft as a partner company (see Section 2.4 for more information). These T&Cs take precedence over the operating company's General Terms and Conditions, which are available at www.postbus.at/en/rechtliches/agb and are supplementary to these T&Cs.

5.3. Contracting Parties must have a valid ticket, which is non-transferrable. The ticket's period of validity is stated on this page or defined by the fare. Upon request, the ticket must be presented for inspection or validation. If the ticket is in a condition where its validity can no longer be determined, a new ticket must be purchased.

5.4. Contracting Parties who are found without a valid ticket after commencing their journey must purchase a ticket. This purchase does not exclude Contracting Parties from potential criminal prosecution. In the event of attempted or actual misuse of a ticket, the ticket will be confiscated without compensation and, if necessary, a return journey will be arranged. This action does not exclude Contracting Parties from potential criminal prosecution. If Contracting Parties refuse to pay the ticket price immediately, the company's employees are entitled to demand that they present identification and prevent them travelling or continuing on to the high mountain reservoirs. As a result, the Contracting Parties may be required to take a return trip. No reimbursement is provided for lost tickets.

5.5. Where space permits, Contracting Parties may carry hand baggage (easily portable and non-bulky items) weighing up to a total of 10 kg.

5.6. VTO excursion destinations are located in the high mountains. As a result, particular hazardous situations can arise in certain weather conditions (fog, snow, storms, icy roads, etc.). Weather and road conditions can change very quickly in the high mountains, which can render VTO unable to take precautions in a timely and comprehensive manner. It is therefore essential that the instructions issued by members of staff are adhered to.

5.7. Bicycles are banned without exception at the Kaprun high mountain reservoirs. Animals

may be transported by passengers where their transport is not expected to interfere with safe operation. Owners must keep their animals safely stowed during transport and respect other passengers. Dogs must be kept on a leash and muzzled.

5.8. Smoking is only permitted in the designated areas. In the event of non-compliance, any costs incurred for cleaning and the associated loss of earnings will be claimed if the rooms in question are unusable or cannot be rented out as a result.

5.9. The following applies to the conduct of Contracting Parties before, during, and after their transport:

(a) Contracting Parties agree to behave in a way that does not compromise the safety of the company and passengers or disrupt order and operation;

(b) Contracting Parties may only enter rooms in the stations that are designated for use by the general public or Contracting Parties;

(c) If the inclined lift stops during travel, Contracting Parties must remain calm and observe the instructions issued by members of staff;

(d) All bans, rules and instructions indicated by symbols in the means of transport must be strictly observed;
(e) Contracting Parties are not permitted to carry firearms.

Section 6: Online tickets

6.1. Additional contractual terms and conditions apply to tickets purchased online and in advance, which can be downloaded from the respective ticket shops.

6.2. Online tickets are available at various rates and subject to the associated conditions. All relevant conditions are described on the subpage for each ticket category. VTO reserves the right to make changes to service packages purchased online.
6.3. Contracting Parties can select the required number of tickets in the online shop for a specific date. During the online payment process, payment is made via a payment platform. After payment, the order process is completed and a confirmation email is sent. By placing an order online, Contracting Parties accept the relevant T&Cs valid at the time of the respective purchase and a contract is concluded.

6.4. When an order is received, the selected transport fare is generated electronically in the form of a ticket and sent with a corresponding receipt to the visitor's email address specified in the order process. The ticket is valid on the date selected by the Contracting Party. Its validity ends at midnight on the selected date.

6.5. The validity date for tickets purchased online that are valid for a specific visit date or that have already been redeemed can be postponed once online using the access link provided by 6 p.m. on the day before the date on the ticket and are excluded from reimbursement.

6.6. Contracting Parties are liable for any losses incurred due to data being entered incorrectly when purchasing tickets in the online ticket shop. If Contracting Parties deliberately or fraudulently enter false data, VTO is entitled to permanently ban the Contracting Parties in question from using the online booking feature.

6.7. In the event of cancellation, the electronically generated ticket will be invalidated after receipt of the cancellation notice and any purchase price already paid will be refunded within fifteen working days.

6.8. Customers who are consumers within the meaning of the Consumer Protection Act (Konsumentenschutzgesetz, KSchG) may cancel contracts for services within 14 calendar days from the conclusion of the contract without stating any grounds in accordance with the Federal Law on Distance and Off-Premises Contracts (Fern- und Auswärtsgeschäfte-Gesetz, FAGG). Contracts are excluded from cancellation if
service provision has already begun, including for contracts for services that are provided in connection with leisure activities, provided a specific date or period has elapsed for the performance of each contract. Accordingly, there is no cancellation right for the purchase of day and half-day tickets if they are valid for a specific date or if the provision of services has already begun.

Section 7: Liability and warranty

7.1. VTO is generally liable to Contracting Parties under the general statutory provisions of tort law. VTO is liable to Contracting Parties who are consumers according to KSchG, except for in cases of personal injury – yet not in cases of slight negligence. VTO is only liable to Contracting Parties who are entrepreneurs in the event of gross negligence and intent, whereby the burden of proof lies with the entrepreneurs and consequential damage, immaterial damage and lost profits will not be compensated under any circumstances.

7.2. Contracting Parties must comply with instructions issued by VTO staff members, as well as any mandated or displayed rules of conduct.
Any failure to comply with instructions or bans and leaving the marked and designated areas takes place at the Contracting Party's own risk and may lead to the termination of their transport. VTO assumes no liability for any resulting damage. Parents are also liable for their children. Any violation of the terms and conditions of carriage may have repercussions in terms of liability.

7.3. VTO assumes no liability for accidents and rescues at any events not organised by VTO, for other prohibited activities on VTO property or waters, or for rescues in the event of bad

weather. The use of the excursion destinations during the off-season or outside of opening hours is prohibited.
7.4. VTO is not liable for damage caused by third parties, nor for damage or the non-provision of services due to force majeure or other circumstances beyond VTO's control.

7.5. VTO does not guarantee that all excursion destinations can be used without restriction at all times. Potential Contracting Parties are not entitled to assert claims against VTO if ticket sales are temporarily unavailable for any reason. The same applies to necessary maintenance periods.

7.6. If disruptions or defects affect the services provided by VTO, VTO will endeavour to remedy the situation upon becoming aware of it or after being notified without delay by the Contracting Party. Contracting Parties are required to assist to a reasonable degree with rectifying the disruption and to keep any potential damage to the minimum. Furthermore, they are obliged to inform VTO in good time if exceptionally high damage can be expected.

7.7. Any claims by Contracting Parties against VTO must be asserted in writing promptly after the claim event has occurred, otherwise they will be deemed forfeited.

7.8. Persons who damage or contaminate installations, lift cabins or other VTO equipment must cover the costs for repairs and cleaning. Any deliberate damage will be reported to the authorities.

Section 8: Cancellation
8.1. VTO reserves the right to cancel the contract without notice prior to provision of the services for objectively justified reasons, for instance:

(a) if force majeure or other circumstances for which VTO is not responsible render the performance of the contract impossible. This primarily pertains to weather conditions that would make it impossible to provide the services and/or pose an increased risks to the Contracting Party or the tour group.

(b) if the contract is concluded based on misleading or false information regarding essential facts, for instance, regarding the identity of the Contracting Party or the purpose of the contract.

(c) if VTO has reasonable grounds to believe that the use of the service may jeopardise the smooth operation of business, without this being attributable to VTO’s sphere of control or organisation.

(d) if there is a significant violation of these T&Cs.

8.2. If transport is cancelled for reasons for which the company is responsible or in accordance with Section 8.1, the fare will be refunded in full in the cases specified in (a) and (c) or a partial refund issued. If transport is cancelled on grounds for which the Contracting Party is responsible, the ticket price will not be refunded.

Section 9: Data protection
9.1. When processing personal data, VTO complies with the relevant applicable data protection legislation and only processes data disclosed by Contracting Parties to the extent necessary to execute the contractual relationship and for the provision and invoicing of services.

9.2. Cameras have been installed are various locations at certain excursion destinations. Any recorded video material is deleted after 72 hours.

9.3. Data such as credit card numbers, sort codes, account numbers, names and addresses are transferred using a protected SSL connection. This safeguards data from unauthorised access during online transmission.

9.4. More information on data processing is provided in the VERBUND Group's Privacy Statement, which is available at https://www.verbund.com/en/group/privacy.

Section 10: Place of performance / Governing law / Legal venue / Miscellaneous 10.1. The place of performance is the location specified for the provision of the booked service.
10.2. The place of jurisdiction for all disputes arising from or in relation to the contract is the court with jurisdiction over Vienna, Innere Stadt. In the event of disputes with Contracting Parties who are consumers according to KSchG, the Contracting Party's place of domicile, habitual residence or place of employment is the legal venue in accordance with Section 14 KSchG.

10.3. These T&Cs and contracts concluded with VTO are governed excursively by the provisions of Austrian substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the non-mandatory referral rules of private international law. Renvoi is excluded.
10.4. If any of the provisions of these T&Cs are found to be invalid or unenforceable, this has no bearing on the validity of the remaining provisions of these T&Cs. With the exception of consumers within the meaning of the KSchG, the invalid or unenforceable term will be replaced by a valid or enforceable term, which comes closest in legal and economic terms to the invalid or unenforceable provision.

10.5. Contracting Parties undertake to comply with these conditions, as well as with all commercial or other provisions that apply to them. Terms and conditions of Contracting Parties do not apply, even if VTO does not expressly object to them. Counter-confirmations by Contracting Parties with reference to their own terms and conditions are hereby expressly rejected.

10.6. Any amendments or supplements to the contract and/or these T&Cs – without prejudice to Article 10 (3) KSchG in the case of consumer transactions – must be submitted in writing (email, letter). This also applies to the modification of this clause itself. Unilateral amendments or supplements by Contracting Parties are invalid.

10.7. These T&Cs apply in their current version, which is subject to amendment by VTO from time to time. VTO will notify Contracting Parties in advance of any changes to these T&Cs.

10.8. These General Terms and Conditions of VERBUND Tourismus GmbH take effect on 1 May 2025 and replace any previous versions of these T&Cs.

Last updated 1 May 2025