

# General Business Terms

## for all bus orders and use of non-regular bus services of companies of the Dr. Richard group of companies

*(The following is not applicable for line busses!)*

1) The customer acknowledges that the agreed price only includes the agreed service. Additional services arranged by the customer will be charged at our standard rates. Unless expressly agreed otherwise, the expenses of the driver for board and lodging shall be borne by the customer as well as all expenses not related to the operation of the vehicle, such as in particular road tolls, ferry charges, parking charges, road taxes and other taxes at home and abroad, shall be borne by the customer.

2) The bus operator is liable for the timely provision of the ordered vehicles in running order, unless this is prevented by circumstances which the bus operator was unable to prevent and which he was unable to remedy. The bus operator shall only be liable for his vicarious agents to the extent that damage claims relate to carriage. The bus operator shall not be liable for claims by passengers who do not arrive in time for the departure time announced by the driver or tour guide during stopovers, nor for claims by passengers who have to be left behind because they do not carry the necessary identity documents. There is also no liability for late arrival at the stopover or destination.

3) The bus may only transport by the number of passengers for which it is registered. The bus operator guarantees to carry the number of passengers specified. However, he reserves the right to use larger vehicles or vehicles with more seats if this is necessary for economic or technical reasons. The commissioning of subcontractors can also be arranged without consultation with the customer.

4) Every traveler can take along at his own risk items that he can easily place in his own space, free of charge, "hand luggage". The bus operator is not liable for theft of hand luggage during stopovers or breaks left inside a bus (with or without supervision). Luggage must be packed in such a way that the contents are secured against loss, reduction or damage. The baggage must bear a durable name and address. Luggage will only be carried within the limits of the available loading space, in principle 1 piece of luggage per person will be carried. There is no liability for money or valuables. The bus company is liable to pay compensation for baggage up to the amount of the proven damage, but not exceeding 55 euros per bag. For the purposes of this point, items carried in a trailer or ski carrier are also considered to be pieces of luggage. Claims for damages in cases of slight negligence are excluded. Furthermore, the bus operator shall not be liable for luggage lost before loading or

after unloading from the bus, nor for luggage left overnight in the bus or forgotten in the bus.

Special baggage such as instruments, sports equipment or similar must be loaded by the customer himself or under supervision. If the bus driver does so, the bus company accepts no liability for damage caused by improper stowage. If bicycles are transported in a bicycle trailer, the bus company accepts no liability for any damage to bicycles caused during transport or during loading and/or unloading. Every traveler can carry on items which can be easily and safely stored in the area around his/her seat. Packaging of carry-on luggage has to be such that it is protected against damages, theft, loss, depreciation, etc. Carry - on items must have a name tag to identify the owner. All other luggage will be transported exclusively in the designated stowage room. The company and its affiliates do not take any responsibility for money, jewelry or other valuable items. For lost or damaged baggage the operator is legally bound to refund the substantiated damage up to a maximum of 55 Euros per damaged/lost item. Luggage also includes all items transported in trailers or ski-containers. Compensation in case of minor damages due to mild cases of negligence are expressly ruled out. This does not apply to personal injuries.

5) If a passenger pollutes or damages the bus or its equipment, the customer shall be responsible for the costs of cleaning or repair, as well as for any loss of earnings due to idle time.

6) Animals, which can be transported without any danger or annoyance of the passengers, may be taken along. The decision when a danger or harassment is given is incumbent on the driver.

7) The legal obligation to wear a seat belt must be observed by all occupants. If there are children in the bus, the parent or guardian is responsible for proper securing. The bus company is not liable for personal injury caused by non-compliance with the seat belt obligation.

8) The agreed upon times can differ if this is necessary for internal reasons of the bus operator and in compliance with labor law regulations.

9) In the event of cancellation of the order by the client, the latter shall reimburse the bus operator for the costs already incurred. In addition, the following cancellation rates apply (v. total price):

Cancellation up to 21 days before departure	free of charge
Cancellation between 20 and 15 days before departure	10%
Cancellation between 14 and 8 days before departure	35%

Cancellation between 7 and 5 days before departure	70%
Cancellation between 4 and 1 day(s) before departure	85%
Cancellation on the day of departure	100%

10) The fare must be paid before the start of the journey. If invoicing has been agreed, the fare is due promptly after receipt of the invoice without deduction. If the customer is in default of payment, the bus operator is entitled to charge compensation for the actual loss or interest on arrears of 9.08% (consumers: 4%). In the event of default, the customer undertakes to reimburse the bus operator for the reminder and collection charges incurred, insofar as they are necessary for the appropriate legal prosecution.

11) The customer or their authorized representative is obliged to confirm on the travel order the number of persons, time of return, any route changes and the execution of the journey.

12) The legally prescribed driving breaks for compliance with the maximum driving time shall be granted to the driver.

13) The driver is entitled to deviate from the planned route if safety requires this.

14) The customer is responsible for the behavior of his passengers during transport. The instructions of the on-board personnel must be followed. Passengers who do not comply with the instructions of the on-board personnel in spite of a warning may be excluded from carriage if the disregard of instructions endangers the safety or order of the operation or the passengers or if for other reasons the onward carriage is unreasonable for the bus company. In such cases, the customer has no right of recourse against the bus company. Complaints must first be addressed to the on-board personnel and, if they cannot remedy the situation with reasonable effort, to the bus company. The customer is obliged to cooperate to a reasonable extent in the rectification of service disruptions in order to avoid possible damage or to keep it as low as possible.

15) In buses equipped with DVD or CD players, the playback of copyrighted films or music is not permitted.

16) In many vehicles free Wi-Fi is provided within the country of departure. The bus operator cannot guarantee the actual availability of Internet access. Use is made in accordance with the technical possibilities. The bus operator reserves the right to use vehicles without Wi-Fi in exceptional cases.

17) The competent court at the seat of the bus enterprise is locally and exclusively responsible for and all disputes arising from this contract. For all claims arising from this contract against a consumer who has his residence, habitual abode or place of

employment in Austria, one of the courts in whose district the consumer has his residence, habitual abode or place of employment shall have jurisdiction.