

## **General terms and conditions**

### **Bürchen-Unterbäch Tourismus** (Tourist association Bürchen and Unterbäch)

#### **1. Services**

The Tourist association Bürchen and Unterbäch is based in Bürchen.

Its Customers are natural and legal persons using the services and / or infrastructure of BUT. By using the services, products and / or infrastructure, the Customer accepts the validity of these terms and conditions.

#### **2. Scope**

The present General Terms and Conditions (GTC) apply to all services provided by BUT. They are subject to any mandatory provisions of Swiss law, including the Federal Law on Package Tours. The GTC are applicable as a supplement to the respective contract, whereby any contractual arrangements between the Customer and BUT which deviate from them take precedence over the GTC.

#### **3. Governing Law and Jurisdiction**

This contract is subject to Swiss law. Disputes arising from the contract are subject exclusively to the ordinary courts at the seat of BUT in Bürchen, Switzerland. The application of the Vienna Sales Convention is expressly excluded. In case of uncertainties with foreign-language versions of this document, the German version shall prevail. All correspondence should be sent to:

Bürchen-Unterbäch Tourismus  
Ronalsstrasse 38  
CH-3935 Bürchen

#### **4. Conclusion of Contract**

The contract between the Customer and BUT is considered valid upon its acceptance by BUT. The acceptance shall be in writing. Oral statement of acceptance shall be confirmed in writing. The written form shall be deemed to be fulfilled, if communication is effected by way of letter, e-mail, or SMS. The delivery of ordered goods shall also be deemed acceptance.

#### **5. Brochure / Price Lists**

The information contained in brochures and price lists from the BUT is binding, provided they do not reserve the right to make modifications. Unless otherwise indicated, Value-Added Tax is always included in the price. Payments in Euros are converted at the current rate on the day the amount is credited to BUT.

The offer of BUT is denominated in Swiss Francs (CHF). BUT is entitled to change prices at any time and to require advance payments from its Customers. Statutory taxes and duties are quoted separately and can also result in an adjustment of the prices at any time.

#### **6. Online Orders**

Online orders for payment by credit card are to be placed and paid at least five business days before the shipping date or the performance of the service; otherwise, the OTAG does not guarantee timely delivery or correct performance of the service. If paying by credit card (VISA, MasterCard, etc.), the credit card number with expiry date and the Card Verification Code (CVC) shall be specified. The OTAG assumes no liability in the case of Internet failures, damages through third parties, business interruption, loss of transmitted data, etc.

## **7. Mail Delivery**

The Customer bears the risk for postal delivery. Costs arising from returned post or non-acceptance are the responsibility of the Customer.

## **8. Cancellation of the Contract**

In principle, BUT and the Customer may cancel the contract without compensation if *force majeure* or other circumstances beyond their control render the provision of services or their acceptance impossible. The cancellation of the contract shall be made in writing. Moreover, BUT can cancel without compensation, if in the case of a package offer the required minimum number of participants is not reached and the cancellation is notified at least seven days before the beginning of the function. In the case of cancellation by the Customer from a package offer, the following provisions shall be applied:

The Customer shall pay a handling fee of CHF 50.00 if the cancellation in writing is received by BUT at least fourteen days before the beginning of the offer. The Customer shall owe an indemnity of 50% of the agreed package price if the cancellation in writing is received by BUT between 7 and 13 days before the beginning of the offer. In other cases, the Customer owes the agreed package price in full, in particular for late arrival or early departure as well. BUT recommends that Customers take out cancellation insurance. No compensation is payable by the Customer, if he proposes a replacement customer who assumes all the rights and obligations under the contract agreed with the Customer and who is able to pay.

## **9. Liability**

BUT is not liable if the improper fulfillment of the contract is due to the negligence of the Customer or third parties who are involved in the provision of the contractual service, or the result of *force majeure*. BUT is liable for all legal and contractual requirements of the Customer only in the case of gross negligence or intentional misconduct. Liability for package offers is limited to an amount equal to twice the price of the package.

Bürchen, 8 august 2014