

General Terms and Conditions of Business and Transportation
of Kaiserstrand Tourismus GmbH & Co KG
in the version of July 2024



1. Validity:

The following "Terms and Conditions of Business and Carriage" apply to all transportation services provided by Kaiserstrand Tourismus GmbH & Co KG - hereinafter referred to as "Kaiserstrand Tourismus" - with the motorboat "VJU" with the registration number V9232 (motorboat/EU Cat. C, shell no. NL-LBBDA183E323, make Damsko 750) - hereinafter referred to as "motorboat".

2. Transportation services:

2.1 Kaiserstrand Tourismus undertakes the transportation of passengers on its motorboat in accordance with the following conditions of carriage. Kaiserstrand Tourismus is under no obligation to provide transportation. Passengers on board must follow the instructions of the skipper and comply with the instructions displayed on the motorboat.

2.2 The transportation of persons may be refused if

2.2.1. trips are canceled due to force majeure, unfavorable weather conditions, low or high water levels, technical defects, insufficient number of passengers/participants or other important reasons;

2.2.2. the persons are under the influence of alcohol;

2.2.3. the transportation contravenes statutory provisions or the instructions of the staff or the conditions of carriage of Kaiserstrand Tourismus are disregarded.

3. Prices:

The price shown for the transportation must be paid to Kaiserstrand Tourismus immediately before the start of the transportation. Kaiserstrand Tourismus reserves the right to make a corresponding price adjustment in the event of unforeseen cost increases (e.g. new or higher taxes by regulation, in particular an increase in fuel prices since the time of publication).

4 Cancellation and rebooking:

All cancellations must be made in writing (at least by e-mail). In the event of a withdrawal from the contract on the part of the customer, the following cancellation conditions apply: Cancellation 14 days prior to departure is free of charge. Cancellations made later than 14 days before the start of the trip must be paid at 100% of the price.

5 Liability:

5.1 Kaiserstrand Tourismus is liable for its employees within the framework of the statutory provisions. Kaiserstrand Tourismus shall only be liable for damage if it is guilty of gross negligence (intent and gross negligence) in causing the damage. Any liability for slight negligence is excluded. Kaiserstrand Tourismus is not liable for damage caused by disregarding the regulations or by not following the instructions of the staff, by the fault of the persons concerned, by force majeure or by persons outside the company.

5.2 Any damage to persons or property must be reported immediately to the skipper. Later damage reports will not be recognized and no compensation will be paid.

6. Delays:

Kaiserstrand Tourismus is not liable for delays, canceled trips or their consequential costs. Kaiserstrand Tourismus is also not obliged to wait for the late arrival of other means of transport.

7. Behavior on the boat:

Smoking is generally prohibited on the motorboat. The instructions of the ship's personnel on board must be followed at all times.

8. Audio and/or video recordings:

Passengers agree to the recording of their person and the associated utilization in the form of photo, television and video recordings by Kaiserstrand Tourismus.

9 Boarding and disembarking:

The instructions of the harbor and ship personnel must be followed when entering and leaving the motorboat. Passengers are only permitted to enter the jetties, pontoons and the motorboat when the signal is given.

10 Exclusion from transportation:

10.1 The following persons are excluded from transportation:

10.1.1. Children under 14 years of age without an accompanying person (accompanying person must be at least 18 years of age)

10.1.2. persons who do not observe the prescribed order and do not follow the instructions of the skipper or his representative. If a reason for exclusion only occurs en route, the passenger must leave the motorboat at the next landing stage at the request of the skipper.

10.1.3 Passengers without payment and persons for reasons such as drunkenness.

10.2 Kaiserstrand Tourismus is entitled to exclude individual persons from transportation if this is necessary for technical or safety reasons.

10.3 Animals are not permitted on the trip.

11. Interruption of the journey:

In the event of accidents, assistance, official orders, the route may be changed or shortened. In these cases, no refund of the fare is provided and any claims are excluded.

12. Force majeure:

In the event of unfavorable meteorological conditions, natural disasters, riots, strikes, government measures, technical problems, etc., the trip may be changed or canceled. In such cases, no refund of the fare is provided and any claims are excluded.

13. Transportation of people with disabilities:

Kaiserstrand Tourismus can only transport people with disabilities or reduced mobility on the current motorboat on a case-by-case basis for technical reasons and in accordance with current safety regulations. People with disabilities or reduced mobility have the right to free assistance in the harbor (on the way to the motorboat). As far as possible, Kaiserstrand Tourismus will take into account the needs of the disabled person or person with reduced mobility when allocating seats. If they are assisted by an accompanying person, this person will be allocated one of the adjacent seats as far as possible. An application for the required assistance must be made at least 72 hours before departure. Kaiserstrand Tourismus is only liable for damage to aids or assistance in the event of gross negligence or intent.

14. Transportation of objects:

14.1 Objects that are likely to endanger fellow travelers or cause damage in any way are excluded from carriage. The passenger, but not Kaiserstrand Tourismus, is solely liable for damage caused by objects carried in violation of the regulations. Furthermore, Kaiserstrand Tourismus accepts no liability for damage to or theft of items of clothing, luggage or other items.

14.2 The carriage of objects may be prohibited by the ship's personnel if the objects may cause inconvenience to other passengers or the ship's personnel due to their size or nature.

15. Data protection:

Kaiserstrand Tourismus respects your privacy. Our company collects and uses your personal data only in accordance with the statutory provisions. Our aim is to ensure the highest level of security and confidentiality for you. Kaiserstrand Tourismus collects and uses your data only for specific purposes determined by Kaiserstrand Tourismus. Kaiserstrand Tourismus collects and uses your personal data to the extent necessary to process and fulfill your reservations, including related services. As part of our customer relationship, we may send you general information by post or information about similar services by e-mail. You can revoke the use of your e-mail and/or postal address for such advertising purposes at any time. Personal data can only be passed on to

contractual partners of Kaiserstrand Tourismus, internal departments or the Seehotel am Kaiserstrand as well as companies that provide services for Kaiserstrand Tourismus. Other recipients may be state institutions, insofar as Kaiserstrand Tourismus is obliged to do so by law.

In addition, Kaiserstrand Tourismus collects and uses your data insofar as you provide it to us for the following purposes (i) preparation of offers for products, (ii) inquiries and comments via our website, (iii) processing your feedback in temporary surveys and (iv) in the case of promotional offers and competitions.

16 Place of jurisdiction:

Austrian law shall apply exclusively, excluding all conflict of laws rules. The competent court at the registered office of Kaiserstrand Tourismus shall have jurisdiction.

Lochau, on 08.07.2024