

General Terms and Conditions of the SMT Webshop

1. Scope

These General Terms and Conditions (GTC) of the Swiss Museum of Transport (hereinafter "SMT") webshop apply to all orders made on the website www.verkehrshaus.ch, <https://tickets.verkehrshaus.ch> or <https://shop.verkehrshaus.ch>.

These GTC are deemed to be accepted with each order by the customer. Any general terms and conditions of the customer are excluded. Any agreements that deviate from these GTC are only effective when agreed in writing by the parties.

2. Offer/order

Orders in the webshops are binding for the customer. Once the order is sent, the SMT will immediately confirm receipt of the order by email. The sales contract is formed upon receipt of the order confirmation.

3. Services

3.1. Tickets

The customer receives the right to use the services, i.e. entry to and visiting of the event in accordance with the details printed on the ticket. The right to enter and visit is contingent on the customer, as the event visitor, meeting the entry and/or age requirements of the event. Where such prerequisites exist, they are noted in the description of the event on www.verkehrshaus.ch. Tickets for the museum are only valid on the chosen day and for the visitor category printed on the ticket. There is no numbered seating for daily presentations in the Filmtheatre. There may be bookings with numbered seating for films in the evening programme and special events.

Tickets are sold solely for the private use of the customer. The customer is prohibited from any commercial resale – in particular, through internet auctions – of purchased tickets without obtaining prior, written permission from the SMT.

3.2. Online tickets

Print@home tickets can be printed out at home. Print@home and e-tickets are checked by a machine at the entrance to the event. If the electronic entry system cannot read the bar code or QR code on the tickets, or the bar code or QR code is indecipherable, there is no claim to entry to the event. If a visitor is rejected for this reason, there is no claim to compensation. The first bearer of a Print@home or e-ticket will gain entry to the event and that ticket will then be ineligible for further entry. Only tickets purchased from an official sales channel are valid. Print@home tickets may only be printed out once. Copying, changing or counterfeiting tickets is forbidden. Tickets must be protected from soiling or damage. The visitor category printed on the ticket must correspond to the person who presents the Print@home ticket at the turnstile for entry.

Tickets are sold exclusively for the private use of the customer. The customer is prohibited from any commercial resale – in particular, through internet auctions – of purchased tickets without obtaining prior, written permission from the SMT.

3.3. Goods

The illustrations and any details concerning products presented in the online shop are for illustrative purposes and are non-binding. The specific details on the product packaging are authoritative. An offer is valid as long as it is visible in the online shop and/or the goods are in stock. Changes to prices and the range of products may be made at any time.

4. Delivery/dispatch

4.1. Tickets

Goods are dispatched at the customer's risk and expense. If the Swiss Museum of Transport is responsible for dispatch problems, the customer is entitled – following a written warning and after an appropriate grace period has expired without being exercised – to withdraw from the contract. Such withdrawal must be made in writing, by post (Swiss Museum of Transport, Haldenstrasse 44, 6006 Lucerne).

4.2. Online tickets

Once the order has been placed and the payment received, the customer will receive confirmation by email and can then download and/or print out the tickets from the online ticket shop. If the customer has not received the tickets two working days after receipt of payment, they must contact the Swiss Museum of Transport by phone or email (reservationen@verkehrshaus.ch).

4.3. Goods

Goods are normally delivered by UPS two days after receipt of payment, with a tracking option, and handed over without signature. By special agreement, the SMT can also send the goods through UPS by registered delivery. The customer is responsible for the additional costs.

The dispatch costs include packaging and handling fees as well as the shipping costs. Dispatch costs are incurred and calculated for each order in the online shop.

Delivery prices are non-binding.

5. Prices

Prices are shown in Swiss francs (CHF). Fees and VAT are included in the price of tickets and goods.

6. Payment terms

Orders are only executed upon payment in advance or by Visa or Mastercard. If the payment is not made on time or credit card coverage is insufficient, the SMT is entitled to cancel the order without notice and/or to electronically block the tickets; in such case, no compensation shall be provided. Payment can only be made in Swiss francs.

7. Complaints

The customer is obligated to check the order immediately on receipt to ensure that it is correct (visitor category, number of tickets, prices, event, event date, etc.). Defects or any complaints must be made without delay, i.e. within two working days of the customer having

received the tickets or goods. Upon expiry of the complaint period, all claims lapse, i.e. there can be no claims for return or reordering of tickets or, in the case of goods, other defect rights.

8. Return/reimbursement of tickets

Exchange or return of one or more tickets is generally excluded. Tickets lost or destroyed by the customer will not be replaced or reimbursed. Requests for reimbursement of Print@home tickets can only be made online at www.verkehrshaus.ch using the form for reimbursement claims. Exceptions may be made by the Swiss Museum of Transport at its own discretion as an act of goodwill.

9. Guarantee

In the event that goods are defective, the SMT can, at its own discretion, either rectify the defect, replace the product, offer a discount or provide a refund upon return of the product. Unless a special guarantee is expressly stated in the product description or such a guarantee exists for third-party manufacturer products, the SMT excludes all guarantees except the stated warranty regulations.

10. Misuse

In the event of misuse of any type, the Swiss Museum of Transport reserves the right to subsequently charge the ticket or ordered goods to the credit card, to block the user account and/or to take further legal steps as necessary.

11. House Rules

The SMT House Rules apply to visits to the SMT.

12. Liability

The SMT is liable for direct damages caused intentionally or by gross negligence. Where permitted by law, all further liability is excluded; in particular, liability for commissioned third parties, liability for slight negligence and liability for indirect damage, consequential damage and third-party damage are excluded.

Under the current state of technology, data communication via the internet cannot be guaranteed to be free of error and/or available at all times. As such, the SMT cannot guarantee either constant or uninterrupted availability of its online presence.

13. Data protection

The Privacy Policy of the SMT applies.

14. Severability clause

Should individual provisions of these GTCE be or become invalid, this will not affect the validity of the other provisions. The same applies to loopholes. The entirely or partially ineffective provision or loophole must be replaced by a regulation whose economic success is as close as possible to that of the ineffective one.

15. Jurisdiction and applicable law

Swiss law applies exclusively, to the exclusion of all conflict-of-law standards and the UN Convention on the Sale of Goods.

The jurisdiction for all disputes is **Lucerne**, unless mandatory law stipulates another jurisdiction.

16. Priority of the German version of these GTC

These GTC are drawn up in various languages. In the event of discrepancies, the German text is authoritative.

17. Service hours

You can place orders with us at www.verkehrshaus.ch at any time, around the clock. Our call centre employees are on hand to assist you personally every day from 10:00 am to 5:00 pm on +41 (0)41 375 75 75.

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