

General Terms and Conditions of Business (GTCB) of the Swiss Museum of Transport

(The masculine form is employed hereinafter for the purpose of legibility and is taken to include the feminine form)

I. Subject and application of the GTCB

- These General Terms and Conditions of Business (hereinafter referred to as the GTCB) govern the relationship between the customer (hereinafter referred to as the Customer) and the Swiss Museum of Transport (hereinafter referred to as the SMT). The offer to conclude a contract originates from the Customer in that he makes a request to purchase a service or goods from the SMT. The actual contract conclusion between the Customer and the SMT is effected through the purchase of admission to the Museum, to the film theatre or by the purchase of a service or goods or by acknowledgement of the conditions relating to the purchase of the service. These GTCB are an integral part of any contract between the SMT and the Customer.

II. Conditions

1. Prices

The prices for the purchase of a service or goods from the SMT are contained in the current SMT price lists or in the museum. All prices are in Swiss francs and include VAT unless otherwise indicated. We reserve the right to amend prices.

2. Complaints

The Customer is responsible for checking the accuracy of the purchased service or goods or the confirmation immediately on receipt. Complaints may be made in person, by telephone or in writing (e-mail or letter).

3. Payment terms

The purchase of a service or goods may be paid in cash on the spot or with one of the accepted credit or debit cards in Swiss francs or vouchers. Payment in EURO will be converted to Swiss francs at the daily exchange rate stipulated by the SMT. Payment by invoice is only possible by prior agreement with the SMT. A handling charge of CHF 10.00 will be added to invoices for less than CHF 300.00.

III. Other provisions

1. Safety

The Customer is responsible for ensuring that the safety regulations are observed. Instructions issued by the VHS staff are to be followed at all times and without delay. Emergency exits and escape routes are to be kept completely free from obstruction. In cases of doubt, technical problems, exceptional events or damage, the duty manager or his deputy is to be contacted at once either directly or via a member of the SMT staff (telephone: +41 41 375 75 30; internal: 530).

2. Attractions and exhibition halls

The SMT does everything in its power to ensure the maximum availability of the attractions and exhibition halls. Nevertheless, the SMT is unable to guarantee availability. Please note that the attractions have a restricted capacity and that it is impossible to guarantee that visitors will be able to use or view them. The presentation times are published on the Internet under www.verkehrshaus.ch and on site and are therefore binding. The right to assert claims on grounds of this nature is hereby explicitly excluded.

3. Photographic and video recordings

Photographic and film recordings for private purposes are permitted in the museum. Written authorisation from the SMT is required if these are to be used for commercial purposes, and reference to the source is to be provided. The SMT reserves the right to charge a fee for recordings of this nature. The SMT retains the exclusive rights to photographic and film recordings made in the SMT. The Customer authorises the SMT to take photographs and make video recordings – both in public events and private customer events. The Customer undertakes to make available to the SMT all photographs and video recordings of the SMT made by himself or his appointed agents free of charge on request. The use of picture material for references and sales documentation is to be agreed between the customer and the SMT, taking due account of personal privacy rights.

4. Catering and picnicking

The restaurants in the SMT are operated by the ZFV organisation. Eating and drinking is only permitted in the restaurants and designated spaces. Eating and drinking is not permitted in the museum. An exception to this applies to the food and beverage services organised by the VHS in the designated areas. Picnicking is permitted in the designated areas, and in the restaurants only subject to approval.

5. Advertising, sales and give-aways

No advertising or sale of goods and services of any kind is permitted within the museum grounds as is the handing-out of gifts and information material. Exceptions may be agreed by prior consultation and with the written consent of the SMT.

6. Parking, deliveries, goods movements

Unauthorised persons are not permitted to park on the SMT grounds. Unauthorised vehicles will be towed away at the owner's expense. Suppliers', event organisers' and visitors' vehicles are to be parked on the public parking areas surrounding the SMT. The SMT accepts no liability or responsibility for damage to or fines incurred by improperly parked vehicles. The SMT is to be provided with adequate prior notification of deliveries. The defined delivery and goods movement areas may only be occupied briefly and for loading/unloading purposes. Goods deliveries are to be made outside museum opening hours.

7. Vehicles on the SMT grounds

Vehicles may not be driven on the SMT grounds (other than disabled vehicles and wheelchairs) other than with the prior consent of the SMT.

8. Smoking

Smoking is expressly prohibited throughout the SMT buildings. Ashtrays are provided for smokers' use in the grounds and on the Conference Center balcony.

9. Animals

Animals other than guide dogs for the blind are not permitted in the museum and film theatre. Dogs are to be kept on a lead in the restaurants and positioned with consideration for the other guests. A limited number of dog boxes is available. The use of these is at the owner's responsibility, but requires approval from the SMT. The SMT declines all liability.

IV. Liability

- The SMT rejects all liability for bodily injury or property damage arising as a consequence of the behaviour of the Customer, his guests or authorised representatives. Use of the attractions, equipment and offers by the Customer, his guests or appointed agents is at their own risk.
- The SMT rejects all liability for bodily injury or property damage arising in connection with the water-filled ponds within the SMT grounds.
- The SMT accepts no liability for losses arising from thefts. Use of the manned or unmanned cloakroom or locker is at the customer's responsibility. 4. Any alteration to or climbing on exhibits other than the specifically designated items and attractions is expressly prohibited. In order to protect the historic objects, they should not be touched.

V. Final clauses

1. Prejudice

All service and goods purchases are made without prejudice.

2. Place of jurisdiction and applicable law

Swiss Law shall apply exclusively. The place of jurisdiction for all disputes is **Lucerne**.

3. Applicability of other provisions

Events are also governed by the TCE in the SMT (www.verkehrshaus.ch/agb). When purchasing online tickets in the ticket shop, the general terms and conditions for the purchase of online tickets also apply (www.verkehrshaus.ch/agb).

4. Severability clause

Should individual provisions of the General Terms and Conditions of Business be or become ineffective, this has no bearing on the validity of the remaining provisions. The same applies for any omissions in the provisions. The totally or partially ineffective provision or omission shall be replaced by a provision whose economic result comes as close as possible to the ineffective one.

Status as at May 2018