

## **Standard Terms of Business**

### *of Schloss Schönbrunn Kultur- und Betriebsges.m.b.H. for voucher agreements*

#### **1. General**

- 1.1 These Standard Terms of Business shall apply to all contracts concluded by Schloss Schönbrunn Kultur- und Betriebsges.m.b.H. (hereinafter SKB) with Voucher Customers.
- 1.2 The voucher agreement can only be concluded by licensed travel agencies and licensed tourist guides and hotels.
- 1.3 Within the framework of the SKB voucher system, the admission fees for visits to the Display Rooms, the Maze, the Gloriette, the Crown Prince Garden and the Children's Museum in Schönbrunn Palace, the Imperial Apartments, the Sisi Museum and the Imperial Silver Collection in the Hofburg and the Imperial Furniture Collection will be settled without cash payment between SKB and the Voucher Customer. This is subject to the conclusion of a master agreement (voucher agreement) based on these Standard Terms of Business and the issue of a direct debit instruction by the Voucher Customer to the benefit of SKB at an Austrian bank. Voucher customers without an Austrian bank account but who are able to issue a SEPA (Single Euro Payments Area) direct debit instruction undertake to issue a SEPA direct debit instruction to SKB.
- 1.4 Customers without an Austrian bank account and without the possibility of issuing a SEPA direct debit instruction undertake to pay a non-interest-bearing deposit to the amount of EUR 800.- for the first year of the voucher agreement to an account to be specified by SKB. In subsequent years, the amount to be deposited shall be determined according to the maximum monthly turnover of the previous year, but shall be at least EUR 800.-. The deposit shall be held by SKB until termination of the agreement and shall serve to secure SKB's claims. The deposit shall not be offset against the Voucher Customer's ongoing invoices.
- 1.5 After receipt by SKB of the signed voucher agreement and the copy of the direct debit instruction or the SEPA direct debit instruction intended for the recipient of the payment or, as the case may be, the deposit pursuant to Section 1.4, SKB shall send stickers with a printed barcode (barcode stickers) to the Voucher Customer for its vouchers. The voucher printed in this way will then permit settlement of the admission fees at the cash desks without cash payment. The Voucher Customer can order barcode stickers at any time or make copies of them itself. Vouchers without barcode stickers shall not be valid.
- 1.6 Voucher Customers shall cancel in good time reservations for visits that are not taken up. Visits not needed must be cancelled at the latest two hours before the appointed time by Internet or telephone. If the customer fails to comply with this cancellation regulation more

than three times, the assessment basis for overriding commission (Section 3.6) shall be reduced by an amount of EUR 250.- for each reservation not made use of.

- 1.7 The Voucher Customer undertakes to use only guides with SKB guide authorisation for guided visits to the Display Rooms, the Maze, the Gloriette, the Crown Prince Garden and the Children's Museum in Schönbrunn Palace, the Imperial Apartments, the Sisi Museum, the Imperial Silver Collection in the Hofburg and the Imperial Furniture Collection.
- 1.8 For groups of more than 10 or when making bookings for a total of more than 10 visitors for one visit time, the Voucher Customer undertakes to use a tourist guide (with qualifications pursuant to Sec. 1.7), who shall guide the group (NO audioguides will be issued). Otherwise the normal admission charge will be applied due to the increased organisational effort on the part of SKB for such large groups (see Sec. 3.3).
- 1.9 The Voucher Customer undertakes to comply with the visitor rules for the Display Rooms, the Maze, the Gloriette, the Crown Prince Garden and the Children's Museum in Schönbrunn Palace, the Imperial Apartments, the Sisi Museum and the Imperial Silver Collection in the Hofburg and the Imperial Furniture Collection, which shall be an integral part of the voucher agreement. This shall apply in particular to the maximum group sizes laid down therein (with, in the context of voucher bookings, all visitors booked for one visit time by one voucher customer being regarded as one group).
- 1.10 By signing the voucher agreement and by setting up a direct debit or by paying the deposit, the Voucher Customer shall confirm the validity of the Standard Terms of Business. Departures from the Standard Terms of Business shall only apply if they have been agreed in writing by the contracting parties. The Voucher Customer's own standard terms of business shall not apply even if they are not expressly refused by SKB. Performance by SKB shall not constitute consent to the Voucher Customer's standard terms of business.

## **2. Settlement of accounts**

- 2.1 SKB shall settle the accounts for the vouchers monthly, subject to Section 2.2, on the basis of the actual visitor numbers. The statement of account shall show admissions for the Schönbrunn, Hofburg and the Imperial Furniture Collection areas separately.
- 2.2 If the actual number of persons differs from the number of visitors stated on the voucher, this shall be noted in writing on the voucher. This note should be signed in confirmation by the Voucher Customer's authorised representative. Only if such a signed written notice is made on the voucher can deviations in the number of persons be taken into consideration in the settlement of accounts.
- 2.3 Reference codes stated on the voucher (e.g. internal booking numbers, identification of the group, etc) can upon request by the Voucher Customer be recorded at the cash desk and

stated in the statement of accounts. Voucher copies can only be attached to the invoice if a copy of the voucher is handed in at the cash desk.

- 2.4 The Voucher Customer can only file an objection to the monthly statement of account for the vouchers until the 20th of the following month. Thereafter, the statements of account shall be deemed to be approved.

### **3. Prices**

- 3.1 All the prices set out in Schedule 1 of the voucher agreement (Prices, Voucher Customers) are in Euro. These are the prices that SKB shall charge to Voucher Customers. Schedule 1 will be re-issued in the event of a change. SKB reserves the right to make changes to the prices.
- 3.2 In the event of a change in voucher prices, SKB shall also send the Voucher Customer price recommendations for end-customer tickets. These price recommendations shall correspond with the ticket prices published on the SKB website.
- 3.3 Voucher prices shall only apply to bookings for more than 10 persons for one visit time (see Sec. 1.8) if at the same time a qualified tourist guide within the meaning of Sec. 1.7 is provided by the Voucher Customer for the group / bookings. Failing this, the official list price (according to the SKB website) shall apply to compensate for the increased organisational effort on the part of SKB for handling such visitors.
- 3.4 A price lower than the official list price shall not be communicated to the end customers. The contracting parties agree confidentiality with respect to the voucher prices. The Voucher Customer undertakes not to make voucher prices accessible directly to third parties. Undercutting the official list prices shall not be permitted.
- 3.5 If price reductions are claimed (for instance for children, school pupils, students), evidence for the price reduction shall be shown at the cash desk. For school groups, a list of pupils with names and dates of birth bearing the school stamp shall be presented.
- 3.6 Free tickets: For groups of 20 and more, the tour leader (as 21<sup>st</sup> person) shall enjoy free admission (subject to completion of form and presentation of ID with photo). In the case of school and student groups, one accompanying adult shall enjoy free admission for every 10 pupils. Other accompanying adults shall pay the adult admission charge.
- 3.7 The discount system (overriding) attached as Schedule 2 to the voucher agreement shall apply for one year and shall be determined at the end of each year by SKB for the subsequent year. The discount system shall be communicated to the Voucher Customer together with the statement of accounts for the preceding year (by 28 February at the latest).
- 3.8 The net annual turnover of the Voucher Customer from admission fees for Schönbrunn, Hofburg and the Imperial Furniture Collection paid for using vouchers shall be added to

determine the overriding commission (discount). Overriding commission shall be granted on the basis of the discount system for the year in question based on the amount of the net annual turnover.

- 3.9 The basis for calculating the overriding commission shall be exclusively the turnover charged and paid for using vouchers. Other turnover – such as from E-ticketing – are not ascribed by SKB to the individual customer and thus cannot be included in the basis for calculating the overriding commission.
- 3.10 The overriding commission achieved in one year shall be offset against any outstanding default interest, reminder costs and invoices for the Voucher Customer or against the next invoices for the subsequent year. The residual amount exceeding SKB's outstanding claims shall only be paid out at the customer's express request.
- 3.11 If no payment obligations remain outstanding and if the Voucher Customer terminates the voucher agreement, the overriding commission not yet offset shall, after expiry of the notice period, be paid to an account to be designated by the Voucher Customer within one month following the demand by the customer.

#### **4. Payment**

- 4.1 The Voucher Customer shall issue either a direct debit instruction at an Austrian bank or a SEPA direct debit instruction to the benefit of SKB for the payment of the vouchers. On the basis of this direct debit instruction/SEPA direct debit instruction, SKB can debit the invoice amount from the stated account.
- 4.2 If in exceptional cases a debit cannot be made, the Voucher Customer shall make the payment within 14 days following date of invoice. Thereafter, a direct debit instruction shall be issued immediately.
- 4.3 Customers without an Austrian bank account and without the possibility of issuing a SEPA direct debit instruction (deposit provision pursuant to Section 1.4) shall effect payment within 14 days of the receipt of the invoice. The deposit to be paid pursuant to Section 1.4 shall serve exclusively to secure SKB's claims and not to pay ongoing invoices.
- 4.4 The Voucher Customer shall state name, invoice number and amount on payments. Cheques shall only be received on account of payment and only by express agreement.
- 4.5 If the invoice amount cannot be debited and if no other payment is made within the deadline specified in Section 4.2, SKB shall send a reminder for which a cost shall be charged. If no payment is made within one week after the first reminder, the Voucher Customer shall be blocked. Once the customer is blocked, SKB shall not accept any further vouchers from the customer, the Voucher Customer's reservations shall be refused from the time of the blocking, and existing reservations shall be cancelled. The customer can then only effect

visits at end-customer prices and by payment in cash. Once the customer has been blocked, SKB reserves the right to terminate the contract with immediate effect (Section 7.2).

- 4.6 In the event of payment default, default interest at 8% above the base rate of interest published by the Austrian National Bank at the time shall be charged for the time from when payment is due until receipt of payment (Section 352 of the Commercial Code). In the event of payment default, an amount of € 10.- shall be charged as reminder costs for each reminder. After the third unsuccessful reminder, a debt collection agency shall be instructed to collect the claim at the Voucher Customer's expense. SKB shall be entitled to a claim against the Voucher Customer for the complete reimbursement of all collection costs resulting from the Voucher Customer's payment default unless the Voucher Customer is not responsible for the payment default.
- 4.7 SKB reserves the right to invoice the Voucher Customer for any claims to damages resulting from the failure to comply with payment agreements.
- 4.8 All payments by the Voucher Customer shall first be charged against outstanding interest and costs and only then for the settlement of voucher admissions.
- 4.9 An allegation of fault shall not release the Voucher Customer from its obligation to comply with the terms of payment. The Voucher Customer expressly waives the offsetting of its own claims based on whatever title and legal relationship against SKB's claims or to retain or reduce payments owed for whatever reason.
- 4.10 If a deterioration occurs in the Voucher Customer's financial situation or if SKB only becomes aware after conclusion of the contract that already at the time of the conclusion of the contract the Voucher Customer was in such a poor financial condition that the performance of the Voucher Customer's contractual obligations was at risk, SKB can refuse its performance until provision or guarantee of the customer's performance. That the Voucher Customer is in such financial conditions shall be deemed to be proven by information provided by a reputable credit agency or bank.

## **5. Impairment of performance and liability**

- 5.1 SKB shall not be liable if the performance is delayed or rendered impossible as a result of force majeure (for instance strike, fire, war, theft etc) or for reasons that do not lie within the sphere of SKB.
- 5.2 In the event of default or impossibility of performance for reasons other than those specified in Section 5.1, SKB shall be liable if it is at least grossly negligent.
- 5.3 SKB shall only be liable for losses incurred by the Voucher Customer if it or its vicarious agents are guilty of intent or gross negligence. Liability shall generally be limited to an amount of 10% of the net turnover of ticket sales already made to end customers.

5.4 Liability shall not be accepted for lost profit, consequential losses or losses resulting from third party claims.

## **6. Intellectual property rights**

6.1 The Voucher Customer shall only be entitled to use the sign SCHLOSS SCHÖNBRUNN and images of Schönbrunn Palace in connection with the sale of tickets for Schönbrunn.

6.2 In particular, the Voucher Customer shall not be permitted to use SKB signs, in particular the sign SCHLOSS SCHÖNBRUNN or images of Schönbrunn Palace as a part of its company name, corporate or other business designation or to use such in its advertising in any other context than the sale of tickets for Schönbrunn.

## **7. Term of the contract and termination**

7.1 Unless agreed otherwise in the voucher contract, the voucher agreements shall be concluded for an unspecified period of time.

7.2 If a customer's licence within the meaning of Section 1.2 expires, the voucher agreement shall terminate simultaneously without need for separate notice of termination.

7.3 SKB can terminate the voucher agreement with immediate effect without notice in writing (by post, fax, e-mail) in the event of good cause. Vouchers issued by the Voucher Customer shall then no longer be accepted. Sound cause shall in particular be:

- a. Non-performance or incomplete performance of payment obligations;
- b. Lack of or faulty direct debit instruction to the benefit of SKB;
- c. Insolvency of the Voucher Customer;
- d. An infringement of essential contractual provisions, in particular the provisions concluded in Sections 1.3, 1.4, 1.6, 1.7, 1.8, 3.4 and 6.2;
- e. More than three infringements of the provision concerning the cancellation of visits in Section 1.6.

7.4 Either contracting party can terminate the voucher agreement without reason in writing (by post, fax, e-mail) at three months' notice with effect from the end of any calendar month.

## **8. Miscellaneous provisions**

8.1 The invalidity of individual provisions of the Standard Terms of Business shall not affect the validity of the other provisions.

- 8.2 SKB shall be entitled at any time to correct obvious errors such as typing and calculation errors in statements of account or the overriding system.
- 8.3 Written declarations (including by fax or e-mail) shall be deemed to be received if they are sent to the address last notified by the Voucher Customer.
- 8.4 These Standard Terms of Business shall supplement the contracts concluded between SKB and the Voucher Customer.
- 8.5 Only written agreements shall apply between the contracting parties. Amendments of the Standard Terms of Business shall likewise be invalid unless in writing. This shall also apply to the abandonment of the written form requirement. Oral agreements shall have no legally binding effect. The Voucher Customer notes that SKB employees or third parties shall not be entitled to make commitments deviating from the contractually agreed main performance obligations (such as payment agreements, overriding system, etc).
- 8.6 SKB shall be entitled to amend the Standard Terms of Business. SKB shall inform the Voucher Customer about such amendments of the Standard Terms of Business and the time of the amendment at least one month before the time of the amendment. The amendment of the Standard Terms of Business shall enter into effect unless the Voucher Customer objects to the amendment within one month following receipt of the information.
- 8.7 This contractual relationship shall be subject to Austrian law. The legal venue shall be the court competent for such cases in Vienna, Inner City.