

# General Terms of Business Klosters–Madrisa Bergbahnen AG Events

## General

The present General Terms of Business (GTB KMB Events) are exclusively valid for event services provided by the Klosters-Madrisa Bergbahnen AG, Talstation, 7252 Klosters Dorf (hereinafter referred to as KMB). For transport services ticket prices the general terms and conditions of the Davos Klosters Mountains apply. The GTB KMB Events form an integral part of contracts between the KMB and customers. By ordering, respectively making use of event services, customers accept them fully and without reservation.

## 1. Contract

Within the framework of the processing of requests, the KMB prepares a written event offer for the customer. Without counter-report of the customer within the period of time agreed upon in the quotation, the offer shall be invalid. The offers are subject to change without notice. The contract between the customer and the KMB becomes liable upon receipt of the customer countersigned offer. The present General Terms and Conditions KMB Events are an integral part of this contract. Notifications by e-mail shall be deemed effective, as having been made in writing.

## 2. Subject Matter of the Contract

The KMB is obliged to provide the services in accordance with the service description of the written offer. Additional special requests by the customer are taken into account as far as possible; however, they only become effective upon the conclusion of a written additional agreement. Consequential extra costs shall always be at the expense of the customer.

## 3. Prices

The prices are quoted according to the offer and are either per person or flat rates in Swiss francs including VAT.

They apply to the specified minimum number of participants. If the number falls below the minimum number of participants on which the contract is based, the KMB shall be entitled to adjust the price or charge the price specified in the contract.

Price changes remain subject to alteration. Wherever prices are based on services of third parties, this is to be shown in the offer. Third-parties reserve the right to make any necessary adjustments.

## 4. Terms of Payment

Unless otherwise stated in the offer, payment shall be made by invoice as follows, effective for orders exceeding Fr. 5 000.-:

- 50% upon order placement
- 50% no later than ten (10) days after performance of the subject matter of the contract by KMB
- no discount deduction, bank charges at the expense of the paying party

As for events with foreign billing addresses, payment shall be made by invoice as follows, effective for orders exceeding Fr. 5000.-:

- 50% upon order placement
- 50% no later than 10 days prior to the event
- no discount deduction, bank charges at the expense of the paying party

The customer is obligated to pay the amount charged until the due date as stated on the invoice. If credit worthiness of the customer is no longer ensured or the latter fails to meet his payment obligations according to the offer, the KMB reserves the right to withdraw from the contract.

Furthermore, the following costs are at the customer's expense:

- unforeseen additional costs in case of transport due to weather and snow conditions (e.g. transport with lifts), groomers, lorries, helicopters). This includes preparatory works
- unforeseen additional costs for transport outside the operating hours
- unforeseen additional costs for extra grooming works

- unforeseen extra costs for additional staff assignments
- unforeseen additional costs for concept changes and other clarifications
- Additional costs for trial meals & drinks plus any extra wishes for the meals
- Additional costs for cleaning caused by unforeseen incidents
- possible cancellation costs will be claimed according to paragraph 5
- regulations for third parties apply in accordance with paragraph 13

## 5. Withdrawal/Termination or Change of Contract by the Customer

Any withdrawal/termination of the booked event on part of the customer must be communicated to the KMB in written form (as by letter, e-mail). Withdrawal or termination shall be legally valid if the KMB has confirmed the withdrawal or termination in writing. In case of withdrawal/termination of the contract, the customer owes to KMB for incurred expenses:

- up to 3 months prior to the start of the event 30% of the total price
- up to 1 month prior to the start of the event 50% of the total price
- 29 - 14 days prior to the start of the event 75% of the total price
- 13 - 6 days prior to the start of the event 90% of the total price
- 5 days or less prior to the start of the event 100% of the total price

The written offer may contain a more extensive compensation clause, in particular for third-party services. If the customer does not show up at all or late at the event booked, he owes the entire event price. Additional costs incurred due to postponement or late arrival of the customer shall be borne by the customer (see paragraph 7). If the customer does start an event later than planned or finishes it sooner, there shall be no right to a refund.

If the customer changes the timeframe or the event services, the above regulations shall apply correspondingly. In addition, the customer shall owe any additional costs incurred to KMB for permits, space or room rents, reservation fees, etc.

## 6. Withdrawal/Termination or Change of Contract by the KMB

At any time and without compensation, the KMB is entitled to cancel the event or individual agreed services or to change the event programme if extraordinary circumstances/significant reasons (force majeure, warlike events, strikes, epidemics, natural disasters, weather conditions, official orders, safety risks, political reasons, etc.) make it impossible, difficult or unreasonable for an event to be carried out properly. If an event must be cancelled (weather), prematurely terminated, postponed or possibly adapted due to extraordinary circumstances or for significant reasons, the KMB shall be released from its performance obligations and the customer (organiser) shall have no claim against the KMB for performance, withdrawal from the contract or damages. Payments already made will be refunded, less the expenses already incurred by the KMB in connection with the cancelled event. In addition, the KMB expressly reserves the right to modify the programme at any time, even without extraordinary circumstances/significant reasons. The KMB shall endeavour to offer equivalent replacement services. If there is a substantial change which results in a price increase of more than 10%, the customer shall be entitled to withdraw from the contract unilaterally. If a customer agrees to changes to the programme schedule during an event (including verbal agreement with the event management), no claims for compensation can be made subsequently. Furthermore, the KMB shall be entitled to cancel or terminate the event or to exclude individual participants from it if participants give legitimate cause for this through their actions and/or omissions. In this case, the compensation rules apply according to paragraph 5 at the expense of the customer. If such a cancellation occurs and the customer does not wish to rebook to any of the alternative events offered to him, any payments made will be refunded to the customer less the services already claimed and the compensation owed. Further claims for compensation are precluded.



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## 7. Schedules/Time Tables

If the customer arrives at the event location with a delay of more than 1 hour, the KMB is entitled to charge the customer for the additional hours. Extra hours for supervisors, equipment and infrastructure will be invoiced. Additional costs for room or vehicle rentals shall be charged in accordance with the regulations of the third-party service provider (see paragraph 12). The last transport service to the valley is valid as scheduled in the signed contract and cannot be postponed.

## 8. Terms of Participation/Instructions

A good health is basically a prerequisite for participation in all events. Participation in an event under the influence of drugs or psychotropic drugs or the like is not permitted. It is the participant's duty to adhere strictly to the regulations and the instructions of the KMB, the event management and the supporting staff. If the terms of participation are not adhered to by a customer/participant or if instructions are not followed, the KMB assumes no liability. Furthermore, the KMB reserves the right to exclude customers/participants from an event. If such exclusion occurs, the cancellation regulations apply analogously; the customer/participant is not entitled to a refund of the event price paid. It is strictly prohibited to ski, snowboard or sledge on the slopes during night events. It is not allowed to bring skisport equipment to the mountain at night. If a ski night ride is required, a written agreement is necessary. The given guidelines must then be followed.

## 9. Insurance

The KMB provides transport, catering as well as agency services for the customer's event but in no way assumes the role of organiser. The organiser and therefore responsible for the orderly course of events is always the customer or his client. Therefore, the customer or his client must endeavour to obtain appropriate insurance cover for property damage and personal injury. Despite expert and safe execution of an event, accidents may still occur. Participation is at one's own risk. The KMB assumes no liability for damages and disservices of any kind. The customer / participant are not insured by the KMB. Insurance is up to the customer/participant. Moreover, it is advisable to purchase cancellation insurance.

## 10. Complaints

Complaints or claims for any damage suffered must be notified immediately in writing to the representatives of KMB who are responsible for the supervision of the event on site, and must be confirmed by them in written form. However, they are in no way authorised to legally recognise claims in the name of the KMB. They shall strive to provide rectification within the framework of the programme and their possibilities. Claims for damages must in any case be made within a period of 30 days after the end of the event, or if the damage was revealed later, within 30 days from the moment from which the customer had or should have had knowledge, by registered letter and enclosed evidence to the KMB. Otherwise, claims will be invalid. The confirmation of the KMB representative responsible for the event as well as all evidence must be enclosed with this letter. Any claims shall lapse if registration is delayed or if a complaint is omitted or delayed during the event. In any case, claims expire six (6) months after the end of the event.

## 11. Liability

Within the framework of these GTB KMB Events, the KMB shall be liable for defects in the execution of or for the cancellation of events. The customer is entitled to compensation if the KMB or its assisting staff is at fault and if no equivalent replacement services can be provided. For events lasting several days, it may be necessary to change the programme due to weather conditions, etc. Activities which are postponed from the originally planned day to the following day but which the customer no longer wishes or is no longer able to carry out do not entitle the customer to any kind of claim for reimbursement or replacement. The same applies to postponements of an event within the normal framework.

If the instructions of the KMB or its assisting staff are disregarded, any liability on the part of the KMB shall lapse. Any liability for indirect as well as immaterial damages such as loss of profit or damage to reputation is excluded. In the event of simple negligence, the liability of the KMB is limited to the amount of the standard event price per person. The above limitations shall not apply in the event of gross negligence, intent or injury to life and limb. Any services obtained from the customer shall be excluded from liability and charged to the customer.

## 12. Liability for Damage to Luggage and Inventory

The customer shall be responsible for insuring any items brought along. The customer is liable to the KMB for damage to the equipment, gross soiling of the premises or the inventory and for losses caused by the customer, his assistants or participants. In order to prevent damage, the attachment of decorative material and other objects must always be coordinated with the KMB. In any case, the organiser shall be obliged to ensure that the material complies with fire police requirements. The KMB assumes no liability for theft and damage to objects, clothing and materials brought along.

## 13. Third-Party/External Activities/Permits

The written offer may differ in terms of the acceptance and further invoicing of costs incurred by third parties. The KMB herewith explicitly rejects any liability for contract performance, accident, delay, loss or other irregularities on the part of third parties. Complaints must be made by the customer directly to the third party provider. In general, the contractual regulations of the third party service provider apply (cancellation costs, liability, etc.). Any music rights must be coordinated by the organiser.

## 14. Exclusive Rental Madrisa-Hof

For events outside the regular Madrisa-Hof opening hours, an exclusive rental fee is to be paid.

## 15. Domestic Authority

The KMB bodies hold domestic authority over the entire site and buildings and facilities (such as restaurants, grandstands, lakes, attractions, etc.). Anyone who does not obey their instructions may be expelled from the premises, buildings and facilities after an unsuccessful warning, without this giving rise to any legal claims. The KMB executive bodies and the personnel commissioned by them have access to all buildings and premises of the KMB at all times.

## 16. Applicable Law

All contracts concluded between the KMB and its customers under these General Terms and Conditions for KMB Events are subject exclusively to Swiss law to the exclusion of conflict-of-law rules.

## 17. Validity and Place of Jurisdiction

The wording of the AGB KMB Events in German is authoritative. Should a regulation be invalid, then this does not entail the ineffectiveness of all regulations. The invalid regulation shall be replaced by a valid regulation that comes as close as possible to the economic intention of the parties in consideration of the overall circumstances. All verbal agreements, individual approvals and special regulations require written confirmation by the KMB in order to be valid. The exclusive place of jurisdiction for all disputes arising from the contract between the KMB and its customers is Klosters. The offer is valid for one month starting from the offer date.

Subject to change without notice. Klosters, June 2019

