

General Terms and Conditions of BLS Ltd for the purchase and use of the annual season ticket for Lötschberg Car Transport. (Kandersteg–Goppenstein).

1. Scope of application

These General Terms and Conditions (hereinafter referred to as "GTC") govern the purchase and use of the annual season ticket (referred to hereinafter as "Season Ticket") for the Lötschberg Car Transport service from Kandersteg to Goppenstein or from Goppenstein to Kandersteg.

2. General provisions

These provisions form the basis for purchasing and using the Season Ticket. The corresponding Season Ticket is issued based on a number plate/vehicle registration number and can only be purchased for vehicles whose owners are natural persons. Companies who own vehicles are excluded from purchasing a Season Ticket.

All relevant BLS regulations apply to the use of the Lötschberg Car Transport service. In particular, the safety and loading instructions and the information on liability insurance published on the BLS website must be read and complied with.

3. Ordering and issuing the Season Ticket

- 3.1. A corresponding Season Ticket can be ordered by sending in the filled in and signed order form to the address specified on it or by personally handing it in at the BLS Travel Centre in Kandersteg. The applicant undertakes to fill in the order form truthfully and completely. Order forms can be obtained or requested at the BLS Travel Centres in Kandersteg and Berne, Genfergasse 11, on the BLS website or over the phone.
- 3.2. In addition, a copy of the vehicle registration document for the vehicle or number plate for which the Season Ticket is to be issued must be enclosed with the order form in any case. Season Tickets are only issued if this proves that the owner is a natural person.
- 3.3. In the event that, while considering the application, it is established that the requirements stipulated in subsections 3.1 and 3.2 hereof have not been met, the application submitted shall be rejected until such requirements are met.
- 3.4. By submitting a fully completed and signed order form and by using the Season Ticket, the customer confirms that they have read and accepted the BLS guidelines on using the Car Transport service and these GTC.
- 3.5. Payment of the Season Ticket will subsequently take place either directly by charging the amount to your credit card or an invoice will be sent to you. If the payment details specified on the order form are incomplete or if we are unable to charge the amount to the specified credit card for other reasons, an invoice will be sent to you automatically. Payment with other payment methods (cash, debit cards, etc.) is only possible in the BLS Travel Centre in Kandersteg.
- 3.6. The corresponding Season Ticket shall only be issued and sent to the address specified by the customer in the order form when BLS has received the full payment – irrespective of whether the payment is made by credit card or by invoice. The first valid day of the Season Ticket shall be defined as the working day immediately following the day on which it was sent.
- 3.7. The Season Tickets issued shall remain the property of BLS. A deposit will be charged once the Season Ticket has been issued. The corresponding fee will be charged to your credit card or invoiced separately. The deposit shall only be refunded once the Season Ticket has been returned to BLS.

4. Season Ticket

- 4.1. The Season Ticket is valid for the period of one calendar year. The validity period is stated on the receipt sent to the customer together with the Season Ticket. Accordingly, the Season Ticket shall expire at the end of the final day of validity (day/month/year) printed on the corresponding receipt.
- 4.2. The Season Ticket entitles the holder to make any number of journeys during the validity period – irrespective of the day of the week. However, said entitlement is exclusively limited to the vehicle or number plate for which the Season Ticket was issued and cannot be transferred to other vehicles or number plates.

- 4.3. Season Tickets can only be purchased for the category of motor vehicles with a total weight of up to 3.5t and max. 9 seats as well as for motorhomes with a total weight of up to 5t, in each case without a trailer.

- 4.4. Season Tickets must be presented at the corresponding car transport stations or will be checked electronically. If the customer is unable to present a valid Season Ticket at the car transport station, they shall not be entitled to travel. If in such a case the customer buys a single-journey ticket, they shall not be entitled to a subsequent refund of the ticket price.

- 4.5. By purchasing a Season Ticket, the customer is merely acquiring the right to make an unlimited number of journeys for the duration of the validity period. However, a Season Ticket does not under any circumstances give the customer the right to travel on a particular train or at a particular time, and it therefore does not constitute a reservation.

- 4.6. Any modification or imitation of the Season Ticket is expressly prohibited. Furthermore, commercial trading with the Season Ticket – such as rental or transfer thereof to third parties for marketing purposes – is strictly prohibited. Customers who violate this provision shall immediately have their Season Ticket confiscated without any compensation. In such an event, BLS reserves the right to take further legal action.

- 4.7. It shall not be possible to terminate the Season Ticket prematurely during the year. In the event that the Season Ticket is returned to BLS before the validity period expires, the customer shall not be entitled to any refund or compensation. There shall also be no possibility of depositing the Season Ticket in order to extend its validity period in this way.

- 4.8. In case of the loss or theft of the Season Ticket or any damage thereto, it shall be possible to obtain a replacement for a fee – except if misuse is involved. The loss or theft of a Season Ticket must in any case be reported to BLS immediately.

5. Data protection

- 5.1. BLS undertakes to strictly adhere to the data protection legislation applicable to the data submitted by the customer during the order process and while using the Season Ticket. In particular, the relevant data is only used legally and for the intended purpose as well as being treated with the strictest of confidence.
- 5.2. The customer may give their consent on the order form to be filled in for the data submitted by them to be used for sending newsletters, special offers and similar information from BLS to them.

6. Liability

To the extent permitted by law, BLS is completely excluded from any liability for damages including consequential damages of any type which arise from ordering and using the Season Ticket.

7. Final provisions

- 7.1. BLS reserves the right to amend at any time the prices and charges applicable to the Season Ticket and these GTC.
- 7.2. If one or more provisions of these GTC are or become invalid or unenforceable, this shall not affect the binding nature of the remaining provisions. In such a case, BLS shall replace the invalid or unenforceable provisions with legal provisions which have the equivalent economic purpose of the original provisions as soon as they become aware of the invalid provisions.

8. Applicable law and place of jurisdiction

- 8.1. Swiss law shall apply exclusively to these GTC.
- 8.2. The courts at the registered office of BLS in Berne shall have exclusive jurisdiction over any disputes.

AGB Jahresabonnement KA–GO, PMKW 10.2016