

Standard Terms of Business

of Schloss Schönbrunn Kultur- und Betriebsges.m.b.H. for e-ticketing contracts with enterprises

1. General

- 1.1. These Standard Terms of Business shall apply to e-ticketing contracts concluded by Schloss Schönbrunn Kultur- und Betriebsges.m.b.H. (hereinafter "SKB") with enterprises that resell the tickets to end customers, in particular licensed travel agencies, licensed tourist guides and hotels (hereinafter the "Customer").
- 1.2. The Customer concludes a master agreement with SKB. Within the framework of this master agreement, SKB shall supply the Customer with an access code and PIN. The Customer can use this access data to effect e-ticketing sales. The Customer shall keep this access data secure from third parties. It shall bear the sole responsibility for any misuse of the access data and any resulting losses incurred by itself or by SKB.
- 1.3. Within the framework of the e-ticketing, the Customer shall acquire admission tickets via the SKB ticketing platform 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 - Furniture Museum Vienna.
- 1.4. By clicking on the field "Buy ticket", the Customer submits an offer to SKB to conclude an e-ticketing contract. SKB accepts the offer by sending an e-mail confirmation with a printable ticket attached. In this way the e-ticketing contract is concluded. The Customer receives the e-tickets ordered by printing out the e-tickets. The e-ticket can also be printed from the Internet browser at the end of the order process. The Customer bears the responsibility for ensuring that the e-ticket is printed completely and legibly.
- 1.5. The applicability of the provisions of Secs. 9 Para. 1 and 10 Paras. 1 and 2 of the E-Commerce Act is expressly excluded.
- 1.6. Depending on the selected ticket, e-tickets entitle the holder to visit the Display Rooms, the Maze, the Gloriette, the Crown Prince Garden and/or the Children's Museum in Schönbrunn Palace, the Imperial Apartments, the Sisi Museum and/or the Imperial Silver collection in the Hofburg and the Imperial Furniture Collection - Furniture Museum Vienna at the specific visiting times specified in the course of the purchase of the e-ticket. When ordering the ticket, the Customer can select the desired visiting time from the visiting times available. The visiting time can no longer be rescheduled once the contract has been concluded. The e-ticket can only be used at the selected visiting time. Later use is not possible, and in such event that the e-ticket shall become invalid.
- 1.7. The e-ticket is the entitlement to participate in the booked tour. The e-ticket shall be presented at the turnstiles in the entrance area, and without a printed e-ticket a visit shall not be possible. Each e-ticket shall be cancelled electronically upon passing the turnstile. Tickets already cancelled shall be invalid.
- 1.8. The Customer shall not be entitled to make more than one printout of the same e-ticket or to copy, reproduce or communicate the e-ticket in whatever form. The Customer shall keep its e-ticket carefully in order to avoid misuse. E-tickets may only be passed on within the

framework of the resale to an end consumer. The Customer shall inform the end consumer about the provisions in Secs. 1.5, 1.6, 1.7 and 1.8. The Customer shall bear sole responsibility for an infringement by its customer of the provisions of these STBs.

- 1.9. By using the e-ticket, the user also accepts the house rules of the site visited.
- 1.10. If it offers guided tours itself, the Customer undertakes to use only tourist guides holding an SKB guide authorisation for guided tours of 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 - Furniture Museum Vienna.
- 1.11. The Customer acknowledges the validity of these Standard Terms of Business. Departures from these Standard Terms of Business shall only apply if agreed in writing by the contracting parties. These Standard Terms of Business shall apply both to the master agreement concluded between the Customer and SKB and to the individual e-ticketing contracts. The Customer's own standards terms of business shall not apply even if SKB has not expressly objected to them. Acts of performance by SKB shall not constitute an approval of the Customer's standard terms of business.

2. Payment

- 2.1. The e-tickets ordered shall be paid for using the E-payment module of QENTA paymentsolutions Beratungs und Informations GmbH. Various credit cards are accepted, but other means of payment are not possible.
- 2.2. If a payment is reversed before the start of the visit, the e-tickets shall be declared invalid.
- 2.3. The Customer shall have no right of withdrawal when buying tickets via e-ticketing. If the actual number of visitors differs from the number of visitors for whom e-tickets have been acquired, such shall be at the Customer's risk and shall have no effects on the e-ticketing contract concluded.

3. Prices

- 3.1. All prices specified for enterprises in the e-ticket ordering system are prices in Euro including VAT. These are the prices that SKB shall charge the e-ticketing enterprise customers.
- 3.2. 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 e-ticketing prices. The Customer undertakes not to make these prices accessible directly to third parties. Undercutting the official list prices shall not be permitted.
- 3.3. If price reductions are claimed for children's tickets, evidence of the entitlement to the reduction shall be presented before start of the visit.

4. Impairment of performance and liability

- 4.1 SKB shall not be liable to the Customer for losses resulting from the unauthorised reproduction or misuse of its e-tickets, unless SKB has caused such loss at least with gross negligence.
- 4.2 SKB shall not be responsible for any problems in the printing of the e-ticket by the Customer. Nor shall SKB be responsible for the accuracy and proper function of the e-mail address specified by the Customer or for any problems that result from an e-mail address incorrectly notified or that does not function.
- 4.3 SKB shall only be liable for losses incurred by the 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 the e-ticket sales concerned already made to end customers.
- 4.4 Liability shall not be accepted for lost profit, consequential losses or losses resulting from third party claims.
- 4.5 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.
- 4.6 In the event of default or impossibility of performance for reasons other than those specified in Section 4.4, SKB shall be liable if it is at least grossly negligent.

5. Data protection and SKB's intellectual property rights

- 5.1 SKB shall use a secure transmission method (SSL) for the transmission of Customer data. This is intended to ensure a maximum standard of security. However, SKB cannot assume responsibility for attacks by hackers.
- 5.2 The data communicated by the Customer within the framework of the master agreement and the conclusion of the e-ticketing contract (company name, name, title, address, e-mail address, service booked) shall be collected, processed and used by SKB for the purpose of the handling of the contract.

5.3 The Customer consents to the processing and use of its personal details (company name, name, title, address, e-mail address, service booked) by SKB within the limits of the statutory provisions and restrictions for the handling of the present contractual relationship and for the communication of information about visit possibilities and events in Schönbrunn Palace (palace and park), the Gloriette, the Imperial Apartments, the Sisi Museum and the Imperial Silver collection in the Hofburg and the Imperial Furniture Collection - Furniture Museum Vienna. The Customer can withdraw this consent at any time.

- 5.4 The Customer shall only be entitled to use the sign SCHLOSS SCHÖNBRUNN and images of Schönbrunn Palace in connection with the sale of e-tickets for Schönbrunn.
- 5.5 In particular, the 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.

- 5.6 The customer is also forbidden from storing, copying or otherwise exploiting the content of the SKB website.

6. Term of the contract and termination of the master agreement (Section 1.2)

- 6.1 The master agreement (Section 1.2) is concluded for an unspecified period of time.
- 6.2 If the Customer's licence within the meaning of Section 1.1 expires, the master agreement shall terminate simultaneously without need for separate notice of termination.
- 6.3 SKB can terminate the master agreement without notice with immediate effect in writing (by post, fax, e-mail) in the event of good cause. E-tickets issued by the Customer shall then no longer be accepted. Good cause shall in particular be:
- a. Non-performance or incomplete performance of payment obligations;
 - b. Insolvency of the Voucher Customer;
 - c. Communication or other misuse of the access data pursuant to Section 1.2
 - d. An infringement of essential contractual provisions, in particular the provisions concluded in Sections 1.8, 5.4, 5.5, 5.6;
- 6.4 Either contracting party can terminate the master agreement without reason in writing (by post, fax, e-mail) at three months' notice with effect from the end of any calendar month.

7. Miscellaneous provisions

- 7.1 The invalidity of individual provisions of these Standard Terms of Business shall not affect the validity of the other provisions.
- 7.2 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 Customer.
- 7.3 These Standard Terms of Business shall supplement the contracts concluded between SKB and the Customer.
- 7.4 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 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).
- 7.5 This contractual relationship shall be subject to Austrian law. The legal venue shall be the court competent for such cases in Vienna, Inner City.