



General Terms and Conditions (GTC) of Eymannwerks GmbH

1 Scope of application

These General Terms and Conditions (hereinafter "GTC") apply to all companies of Eymannwerks GmbH, namely **Mountainbike Grindelwald**. They regulate the relationship between the company concerned (hereinafter "Organiser") and each natural person (hereinafter "Participant") who uses the services of the Organiser.

2 Registration/conclusion of contract

Registration is possible using written, electronic, telephonic, or in-person methods with the organizer or a salesperson authorized by the organizer. However, due to limited availability, early registration is recommended. Upon registration for an activity or tour, a legally binding contract is formed between the participant and the organizer. By registering, the participant acknowledges these General Terms and Conditions (GTCs) as integral components of the contract with the organizer. It is the responsibility to furnish the organizer with accurate personal information and review all details on the booking form/invoice. Any discrepancies must be promptly communicated to the organizer. The participant will be accountable for any consequent expenses resulting from the failure to report such discrepancies.

2.1 Registration deadline

The registration deadline for the group day tour is the day before the tour starts. Registration on the day of the tour is possible if the group is not already full, but availability is not guaranteed. Private tours can be booked in advance, and the deadline is 2 days before the tour starts.

3 Subject of the contract

The subject of the agreement pertains to the activity or tour as presented by the organizer. The organizer commits to delivering the specified activity or tour reserved by the participant in accordance with the organizer's description. The participant agrees to remit the contractual price to the organizer. Supplementary services may be furnished following mutual consent with the organizer. Any resultant supplementary expenses shall be assumed by the participant.

4 Prices

All prices are quoted per person and include VAT, B2Bs exclude VAT, in Swiss Francs (CHF). Please note that prices are subject to change. Prices in foreign currencies are for informational purposes only and do not constitute a binding agreement. It should be noted that the quoted prices do not encompass the cost of return transport from the guest's place of residence to the agreed activity starting point, nor do they cover personal services such as telephone calls, beverages, gratuities, meals, and similar expenses, unless explicitly specified.



5 Terms of payment

5.1 General terms of payment

The full amount stated in the booking confirmation/invoice is to be settled upon the conclusion of the contract and prior to the commencement of the activity or tour. Failure to make timely payment may result in the organizer withholding its services or terminating the contract.

5.2 Special terms of payment for multi-day bike tour

The total amount indicated in the booking confirmation/invoice is required to be settled in compliance with the specific payment conditions outlined below:

- at least 30 days before the start of the activity or tour: a deposit of 50% of the total amount must be paid when the contract is concluded. The total amount must be paid at least 30 days before the start of the activity.
- within the 29 days prior to the start of the activity or tour: the total amount is to be paid on conclusion of the contract.

5.3 Special terms of payment for event offers

Upon conclusion of the event, the total amount due for the services rendered will be invoiced in accordance with the established agreement. Please note that a deposit may be required as per the terms of our agreement.

6 Cancellation or change of booking by the participant

For group reservations, it is required to obtain confirmation from the organizer at least 14 days prior to the commencement of the activity. Any modifications or cancellations of the reserved activity or tour must be communicated to the organizer, either in writing or verbally, no later than 48 hours before the scheduled start. This will entitle the party to a corresponding refund of costs without incurring additional charges. All previously received documents such as confirmations, tickets, and vouchers must be submitted. The critical time point is determined by the receipt of the notification by the organizer or one of its recognized sales agents.

6.1 In the event of a complete cancellation of mountain activities, specific provisions will be implemented.

In the event of a total cancellation of the booked activity or tour, the participant will be charged the following proportion of the total costs as per the booking confirmation/invoice:

For group bookings (more than ten participants):

- 30 to 15 days before the start of the activity or tour: 50%.



- 14 to 10 days prior to the start of the activity or tour: 75%
- 9 days or less before the start of the activity or tour, or no-show: 100%.

For individuals (up to ten Participants):

- 30 to 15 days before the start of the activity or tour: 50%.
- 14 to 10 days prior to the start of the activity or tour: 75%
- 9 days or less before the start of the activity or tour, or no-show: 100%.

In the case of third-party services, the cancellation conditions of the service providers concerned shall apply. Any costs incurred in this regard may be charged to the participant additionally.

6.2 Special provisions for partial cancellation of mountain sports offers

Partial cancellations of group bookings, involving a reduction in the number of participants, are permissible up to 30 days before the commencement of the activity or tour. Such cancellations must be communicated in writing or verbally to the Organizer, conditional upon the submission of all previously received documents (confirmations, tickets, vouchers, etc.). The critical date for consideration is the day the notification is received by the Organizer or one of its authorized sales agents. It is imperative to note that a partial cancellation is feasible only if the minimum number of participants for the booked group tour (from 2 people) is maintained.

In the event of a partial cancellation of the reserved activity or tour, the Participant is obligated to remit the following proportionate amounts of the total costs, as detailed in the booking confirmation/invoice:

- 30 to 15 days prior to the start of the activity or tour: 50%
- 14 to 10 days prior to the start of the activity or tour: 75%
- 9 days or less before the start of the activity or tour, or no-show: 100%

6.3 Special provisions in case of cancellation of events

In order to initiate a cancellation, it is necessary to submit a written request accompanied by the pertinent documents (tickets, programs, etc.). The determination of cancellation costs will be contingent upon the date on which the notification is received, with consideration given to the next working day in the event that the notification falls on a Sunday or public holiday. Should the entirety of the reserved activity or tour be cancelled, the participant will incur a charge equivalent to a specific percentage of the total costs, as outlined in the booking confirmation/invoice.



- up to 30 days before the start of the activity: costs accrued to date
- 29 - 15 days before the start of the activity: 50 % of the arrangement price
- 14 - 10 days before the start of the activity: 75 % of the arrangement price

6.4 Cancellation insurance

The participant is required to obtain cancellation insurance, which is strongly recommended. In the event of contract cancellation by the participant, the cancellation insurance generally covers the aforementioned costs.

6.5 Modifications to the program may be made by the participant.

In the instance of a participant's delayed arrival or premature departure, refunds will not be provided. Any supplementary expenses resulting from tardiness, early exit, or activity deferral are the exclusive responsibility of the participant. Should the participant opt to defer the activity, they will be held to the aforementioned cancellation conditions and related expenses.

7 Cancellation or change of program by the organizer

7.1 Minimum number of participants

For certain activities or tours, there exists a specified minimum number of participants. Should this minimum be unmet, the organizer retains the prerogative to amalgamate groups, annul the activity/tour, or rescind the contractual agreement with minimal notice. In such an event, the organizer shall endeavor to procure suitable replacements. Should rescheduling prove infeasible or if the participant deems the alternative service unacceptable, reimbursements will ensue, with deductions for utilized services. Additional claims for compensation are precluded.

7.2 Non-compliance with instructions and lack of ability to participate

The organizer reserves the right to cancel the activity or tour at short notice if participants, through their behavior or omissions before or during the activity, are deemed to jeopardize or hinder the fulfillment of the contractual obligations, or if the activity needs to be canceled or modified due to the participant's illness or lack of fitness. In such instances, the participant is not eligible for a refund.

7.3 Force majeure

In the event that an activity or its components cannot be executed due to force majeure, safety concerns on the part of the organizer, official measures, strikes, non-operation of the mountain railways, uncertain weather, or natural conditions, the Organizer reserves the right to cancel or interrupt the activity, even at short notice, without any obligation to provide compensation.



will be promptly informed of any cancellations. Additionally, the organizer retains the right to relocate the course or alter the scheduled program with an alternative tour.

7.4 Substantial change of contract

If there is a significant change to a major point of the contract before the start of the activity or tour, or if a change to the program leads to a price increase of more than 10%, the participant can withdraw from the contract. Payments already made by the booking confirmation or invoice will be refunded to the participant.

7.6 Special provisions in case of program changes after conclusion of the contract or cancellation at events.

The event organizer retains the authority to modify or terminate the program subsequent to the conclusion of the contract and during the course of the event if deemed necessary due to inclement weather, natural circumstances, official directives, force majeure, security concerns, or other unforeseeable causes. In the event of program cancellation, all costs incurred up to that juncture shall be chargeable. Should a material modification to a pivotal aspect of the contract occur prior to the commencement of the event, or if such alteration results in a price escalation of more than 10%, the participant reserves the right to rescind the contract. In the event of alterations to the program during the event, the organizer shall strive to furnish a commensurate substitute service whenever feasible. In cases where an equivalent substitute service cannot be provided on-site and where culpability lies with the organizer or its agents, the organizer shall redress the client for the diminished value of the stipulated services that have either been inadequately rendered or not provided, as appropriate.

8 Conditions of participation and Participant's obligation to cooperate

8.1 Health

All participants are required to be in good health to partake in organizer-led activities and tours. It is incumbent upon the participant to disclose any pertinent health issues to the organizer. The following health conditions preclude participation in such activities or tours: recent eye surgery, high blood pressure, chronic ear conditions affecting balance, cardiac ailments, epilepsy, heightened risk within the cardiovascular system, neurological disorders, whiplash, and pregnancy. Under no circumstances should participants engage in activities under the influence of drugs, alcohol, psychotropic substances, or similar agents. In the event that a participant is unable to continue an activity due to a lack of physical fitness or unsuitable equipment, particularly participant-owned gear, all entitlement to reimbursement shall be forfeited.

8.2 Conditions of participation

For certain activities, there are conditions of participation that must be met. These include weight limits, age limits, swimming ability and more. These conditions can be found in the product



descriptions and are binding. In case of non-compliance with the conditions of participation or instructions, the organizer can exclude the participant from the activity. In this case, there is no entitlement to a refund of the booked activity or any additional services booked.

8.3 Organizer's instructions

The Participant shall meet the conditions of participation and strictly follow the organizer's instructions. In the event of non-compliance with the conditions of participation or failure to follow the instructions, the organizer may exclude the participant from the activity or the event. In the event of exclusion before the start of the activity or tour, the cancellation provisions in accordance with clause 6 shall apply; after the start of the activity or tour no refund will be made.

8.4 Age

Participants under 18 years of age need the consent of their legal guardian to participate in the activity or tour. A minimum age is required for certain activities and tours.

9 Waiver of liability and insurance

Eymannwerks GmbH and its subsidiaries listed above require the signing of a waiver as a condition of participation in certain activities. This document is intended to be a legally binding agreement that in the event of certain events, including loss, injury, damage, or death, the participant will not hold Eymannwerks GmbH and its above-mentioned subsidiaries, their employees, instructors, respective management, partners, bodies or descendants liable. The document may also require the specification of certain medical conditions to determine the suitability of participation in certain activities.

The Participant is not insured by the organizer. Each participant is independently responsible for taking out all necessary insurance (especially health, accident, property, and cancellation insurance and insurance for sports accidents).

10 Complaints

If the client has grievances or incurs damages, they are required to report these issues promptly in writing to the activity leader or service provider for acknowledgment. It should be noted that while the activity leader or service provider will confirm receipt of the complaint, this does not equate to an admission of liability.

The activity leader or service provider will strive to address and rectify the issue to the best of their ability within the constraints of the event and available resources. If the remedial actions taken are deemed unsatisfactory or insufficient, or if the client intends to pursue damage claims, they must formally submit their claims in writing to the booking office, directed to the attention of the organizer, within four weeks following the contractual end date of the activity.



The formal complaint must include the acknowledgment received from the activity leader or service provider, along with any supporting evidence. Failure to report grievances during the activity or to submit the claim to the booking office within the stipulated timeframe will result in the forfeiture of all claims.

11 Liability

Claims for damages are excluded unless resulting from intent or gross negligence. The organizer is entitled to call in auxiliary persons and/or third parties for the provision of services. If the organizer justifiably assigns the execution of the activity or tour to a third party, the organizer shall, to the extent permitted by law, not be liable for the latter's actions or omissions.

In particular, the organizer shall not be liable for damages caused by actions or omissions by the activity or tour leader that are not related to the provision of contractually agreed services or that are due to the actions of third parties, other participants, the Participant, force majeure such as natural events, official orders, etc. or late return. If a participant does not follow the instructions of the Organiser, activity or tour leader, etc., the Organiser shall not be liable.

12 Data protection

The separate privacy policy on the organizer's website shall apply.

13 Applicable law and place of jurisdiction

The contractual relationship is subject to Swiss law exclusively. The parties agree that the exclusive place of jurisdiction shall be the organizer's registered office.

14 Severability clause

Should one of these provisions be invalid, this shall not result in the invalidity of the entire GTCs, unless it is to be assumed that, without the invalid part, the GTCs would not have been concluded.

15 Amendments

The Organiser reserves the right to change these GTCs at any time. The GTCs valid at the time of conclusion of the contract shall apply.