General Terms and Conditions (GTC)

Special Conditions of Carriage (SCC)

for travelling with Vienna Airport Lines, a service provided by Österreichische Postbus Aktiengesellschaft

valid as of 1.4.2020

I. Introduction/preamble

Österreichische Postbus Aktiengesellschaft, a subsidiary of ÖBB-Personenverkehr AG, provides bus transport services from Vienna to Vienna Airport in Schwechat and back under the brand "Vienna Airport Lines". As part of this service, our passengers are our first priority. We offer you a way of getting from Vienna to Vienna Airport in Schwechat and back in a relaxed, safe and uncomplicated way.

For easy reading, we have used the terms "passenger" and "employee" to refer to both sexes. If the GTC or SCC refer to "bus" or "us", this always means our Vienna Airport Lines buses or Österreichische Postbus Aktiengesellschaft, which operates Vienna Airport Lines.

We hope you have a pleasant journey and are available to answer any questions which you may have. You can get in touch with us via the contact form or by calling +43/5/17 17.

II. Scope of application

Our General Terms and Conditions (GTC) and Special Conditions of Carriage (SCC) govern the conclusion and execution of transport contracts between you and Österreichische Postbus Aktiengesellschaft and apply to our entire route network (you can find an <u>overview</u> of our connections here). In particular, they supplement the Regulation concerning the <u>General Conditions of Carriage by Scheduled Bus</u> (Federal Gazette II No. 47/2001), as amended, as well as the Regulation (EU) No. 181/2011. In the event of discrepancies, the GTC and the SCC will always prevail.

III. Transport contract

You need a valid ticket to travel on one of our buses.

You can easily book your journey via the following distribution channels:

- tickets.postbus.at (referred to in the following as the "Website"),
- shops or online distribution partners,
- on the bus, directly from the driver, or
- Vienna Airport Lines ticket machines at Vienna Airport and Westbahnhof

The transport contract is concluded by

 reserving an online ticket for a fee via our Website, including a confirmation of the booking, or • purchasing a ticket from one of our distribution partners, from the bus driver or from a Vienna Airport Lines ticket machine.

You can also get a discount on Vienna Airport Lines services with ÖBB customer cards. You can find further information on this in the tariff overview.

Tickets can be booked in online distribution via the website up to 180 days before the desired day of travel.

There are no special tariffs for groups.

Your contractual partner is Österreichische Postbus Aktiengesellschaft, FN 250198p, Am Hauptbahnhof 2, 1100 Vienna.

IV. Booking/getting tickets

IV.1 Online tickets

a. Booking tickets via the Website

When doing your booking, please enter the following information on the Website:

- the first- and surnames of the persons who will be travelling on the bus,
- the age of any persons travelling who may take advantage of an age-linked discount on ticket prices (children) or for whom special conditions of carriage apply
- the email address to which the booking confirmation (including the input tax certificate) should be sent
- payment method

The name on the ticket must be identical to the name of the passenger. In this respect, please present photo ID with proof of age upon request.

As part of the booking process, please select the date when you wish to travel and a connection from Vienna to Vienna Airport and/or return. However, please note that you may commence your journey at any time during the period of validity (selected day of travel and the following day).

Please check the information you have provided carefully in the summary shown under "My shopping cart" to see whether it is correct before you accept the GTC by clicking on the "To checkout" button and completing the purchase.

The transport contract between you and Österreichische Postbus Aktiengesellschaft is concluded when the completed booking is confirmed on the website. It can also be concluded via online distribution partners.

Straight after the successful booking of the ticket on the website, we will send you a confirmation email to the email address you have provided, including your invoice (as a pdf file). To get your ticket, please either use the link in the booking confirmation or click on the "Create pdf ticket now" button on the overview page at the end of the booking process.

If you mistakenly give the wrong email address when purchasing your ticket, you can contact us using the <u>contact form</u> or by calling Customer Service directly on +43/5/1717.

b. Provision and use of online tickets

If you have purchased a ticket on the Website, you can print out your PDF ticket yourself after booking is complete.

Please note that after you have obtained or created your PDF ticket, the respective booking may no longer be cancelled!

Tickets which are bought online are personal tickets. They are issued in the name(s) of the person(s) travelling which are given as part of booking. When the driver checks the tickets, the persons specified on the ticket must present photo ID with proof of age. If you have selected a discount when purchasing your ticket, please also show the appropriate proof of discount for taking advantage of the cheaper tariff.

If the persons specified on the ticket are unable to identify themselves, provide proof of age or if the names specified on the ticket do not match the names of the passengers, they may not commence the journey booked. Please note that, in this case, you do not have any right to reimbursement of the purchase price.

Print out your PDF ticket

If you decide to print out your PDF ticket straight away by clicking on the "Create PDF ticket now" button, it will be displayed on the screen immediately. We will also send you a link to the email address you have provided to download it.

You can also present the PDF ticket in electronic form. In order to present your PDF ticket on a mobile end device (laptop, Smartphone, or Tablet computer), you will need a PDF reader installed on your device.

Please print your PDF ticket out on white paper in A4 portrait format. Our bus drivers do not have the technical ability to scan in or accept online tickets which are printed in another format or colour.

When printing out your PDF ticket, please make sure not to bend or crease the ticket along the printed code. This contains important data about the ticket and your personal details which are retrieved when the ticket is checked.

c. Misuse of PDF tickets

We reserve the right to report the misuse of online tickets (i.e. if they are used multiple times) to the criminal prosecution authorities.

d. Other provisions concerning the use of the website

If you provide false information when doing your booking on our website, you are liable to us for any damage resulting from this.

If you intentionally provide false information or commit misuse, we will exclude you permanently from using the Website.

We cannot guarantee the permanent availability of our online portals at <u>viennaairportlines.at</u> or <u>viennaairportlines.com</u> or the booking portal tickets.postbus.at. The reason for this is the necessary technical requirements for online services and telecommunications. You do not have any liability claims against us for the non-availability of the websites.

IV.2 Offline ticket

As an alternative to online tickets, you can purchase tickets "offline" from our distribution partners for Vienna Airport Lines by Österreichische Postbus Aktiengesellschaft. Our drivers also sell tickets for the respective journey on the bus itself, provided that enough seats are free. In addition, we offer you the option of purchasing tickets from Vienna Airport Lines ticket machines at Vienna Airport and from the ticket machine at Westbahnhof.

IV.3 Payment methods

When purchasing tickets on our websites, you can select one of the following payment methods:

a. Payment by credit card

If you choose to pay by credit card, please enter the following information:

- Name of the cardholder
- Type of card
- Credit card number
- Validity date
- Card Validation Code
- 3-D Secure Code

b. Online transfers (eps-Überweisung and giropay)

epa-Online-Überweisung is the online payment procedure for Austrian banks; giropay is the corresponding procedure for German banks. To do the transfer, you will be directed to the online banking page of your bank. The participating banks are listed for Austrian cardholders at www.stuzza.at; for German cardholders, the list can be found at www.giropay.de.

To pay by online transfer, please proceed as follows:

- Select your bank. We will direct you to your bank's online banking site.
- Please enter your access data and passwords for online banking with your bank as usual.
 Your access data and passwords will only be exchanged between you and your bank. No information will be exchanged via ÖBB.
- All information necessary for the transfer has already been filled out. This includes, for example, the IBAN code, the amount to be transferred or the recipient.
- By entering the TAN code in your bank's online banking service, you authorise your booking and complete the payment procedure.

Tickets purchased on the bus must be paid for in cash. All other distribution channels and distribution partners offer the option of paying in cash, by credit card and by debit card.

IV.4 Right of withdrawal

We highlight that the provisions of law concerning the right of revocation in distance selling transactions do not apply to passenger carriage contracts which are concluded by means of distance selling (e.g. via the internet) and under which the entrepreneur undertakes to render the services at a certain time or within a certain specified period. This does not affect our terms and conditions regarding changes to bookings and cancellations.

IV.5 Validity

Online tickets for Vienna Airport Lines are valid for the selected date of travel and the following day.

Tickets for one-way travel which are bought from the driver on the bus only entitle the passenger to commence his/her journey immediately. Regarding return tickets, the return journey may take place up to 30 days after the ticket was purchased.

Tickets purchased from ticket machines are only valid for two days. Regarding return tickets, the return journey may take place up to 30 days after the ticket was purchased.

Monthly travelcards are valid for 30 days after the respective date of purchase. Monthly travelcards can be purchased from the Website, from the driver and from Vienna Airport Lines ticket machines at Vienna Airport and Westbahnhof.

Please note that tickets bought via distribution partners may be subject to different terms and conditions of validity.

V. Changes to bookings and cancellation terms

V.1 Cancellation of bookings

Cancellation means the reversal of a booking for a ticket which you have not yet received pursuant to IV.1. b.

Cancellation always applies to all parts of a booking for a journey booked on the Website. If several journeys are booked as part of a single purchase, you can cancel these separately.

The terms and conditions of reimbursements for the tickets according to Section V.2 apply to the cancellation accordingly.

If you obtain the ticket as a PDF ticket pursuant to Clause IV.1b, you can longer cancel it.

V.2 Reimbursement:

The rules on the right of withdrawal in distance selling transactions are not applicable to passenger carriage contracts due to the exception set out in the law.

a. What options do you have to get a reimbursement on your ticket?

You can get individual tickets reimbursed before the first day of their validity without incurring any fees.

From the first day of validity onwards, it is no longer possible to get individual tickets reimbursed. Return tickets are considered as two individual tickets.

You can get a monthly travelcard reimbursed before the first day of its validity without incurring any fees.

From the first day of its validity onwards, it is no longer possible to get monthly travelcards reimbursed.

VI. Commencing your journey

VI.1 Bus stops

You can find an overview of the bus schedule and <u>bus stops</u> on the Website.

Apart from in the event of a disruption to the service or in an emergency, passengers may only board and alight from the bus at the bus stops and when the bus is stationary.

Please note that we operate a transfer to and from Vienna Airport; we do not carry passengers between the individual bus stops within the City of Vienna.

VI.2 Departure times

The valid departure times in the published schedules are local times.

VI.3 Checking in

Please make sure you arrive at the bus stop at least 5 minutes before the scheduled departure time for the bus.

If you fail to appear at the bus stop by the time of the scheduled departure, you can also use your online ticket for one of the subsequent connections. Your online ticket is valid on the selected day of travel and the following day. If you do not take any other subsequent connections, please note that - in this case - you cannot claim reimbursement of the purchase price.

Passengers are responsible for stowing their own luggage in the passenger area inside the bus.

If you have not bought a ticket in advance, you can buy one from the driver in the bus.

VII. Taking luggage, other items of property and animals

VII.1 Which luggage and items of property can you take with you?

As a rule, you may take two pieces of luggage onto our buses free of charge. However, please observe the following rules:

a. Items not permitted on the bus

The safety of our passengers is important to us. Therefore, you may only take items which may be carried on a public bus according to Austrian law and which do not pose any risk to you, other passengers or our buses and drivers. Therefore, the following items may not be carried on our buses:

- items which have an individual weight of more than 25 kilograms
- which, due to their characteristics or size, are not able to be loaded,
- whose content comprises hazardous substances pursuant to the <u>Chemicals Act</u> 1996, Federal Gazette I No. 53/1997, as amended, or explosive materials pursuant to the <u>Shooting and Explosives Act</u> 1935, Federal Gazette No. 196/1935, as amended.
- which qualify as loaded firearms or other weapons of any kind.

If there is a reasonable suspicion that the grounds for exclusion apply to a certain item, our drivers are authorised to inspect such items for security reasons. If we are unable to locate the owners of such items, we will perform the inspection in the presence of two witnesses.

If your luggage or other items of property do not comply with the legal requirements or if you do not consent to their inspection, our drivers are authorised to decline to carry you on our buses. Please note that, in this case, you do not have any right to reimbursement of the purchase price.

The carriage of goods is not permitted.

b. How many pieces of luggage can you take with you?

We guarantee that each passenger may take two pieces of luggage of a normal size (see also Clause VII.1c).

We can only take additional luggage if, after loading all other luggage, there is still sufficient space in the bus. The driver decides on-site in his/her own discretion whether additional luggage may be taken. This decision will be taken directly before departure.

Luggage is only suitable for carriage on the bus if it can be stowed above or under your seat or in the luggage racks provided without hindering, disturbing or endangering the other passengers, or if they can be kept on your lap or in your hand. We carry luggage free of charge and at your risk. All pieces of luggage must have a label visibly attached to them, which states your name, address and telephone number.

Please note that we do not issue any tickets for luggage and do not collect any fees for luggage which we carry.

c. Taking large or bulky luggage

Luggage and items which are not of a normal size (larger than $90 \times 70 \times 40$ cm) are considered large or bulky luggage (e.g. bicycles, skis, surf boards). In principle, we transport bulky luggage free of charge and at your risk, provided that - after loading all other luggage - there is still sufficient space and the operational safety and roadworthiness of the bus is not impaired. The driver decides on-site in his/her own discretion whether large/bulky luggage may be taken. This decision will be taken directly before departure.

d. How must luggage and other items of property be stowed?

Please place any easy-to-stow pieces of luggage in the overhead luggage compartments. Because the space available here is limited in height, please place any luggage which does not fit in these compartments in the storage space provided in the bus or under the seats.

For the safety of our passengers: please keep the aisle and the doorways clear. Please make sure you adopt a secure position for the duration of the journey.

VII.2 Which animals can I take with me?

In principle, it is permitted to take assistance dogs at no additional cost.

Assistance dogs are specifically trained to help people with disabilities. This includes assistance dogs for people in wheelchairs, signal dogs, therapy dogs and guide dogs for the blind as well as dogs in training with an accompanying person and a training confirmation from the Partner-Hunde-Institute. Assistance dogs have an appropriate harness or document. Assistance dogs travel free of charge and do not need to wear a muzzle.

Likewise, in principle, it is permitted to take small animals in closed containers at no additional cost. Dogs can be taken at half price. You can buy tickets for dogs from the driver. No other animals may be taken on the bus.

VIII.Carriage of children and minors

Children less than 6 years old must be accompanied by another person. The accompanying person must be at least 6 years old.

Children or minors between the ages of 6 and 18 may travel alone.

Our drivers and Österreichische Postbus Aktiengesellschaft expressly exclude any duty to supervise children who are accompanied by minors or minors travelling alone.

Children/minors travel half price until one day prior to their 15th birthday according to the valid tariff.

IX. Passengers with disabilities or reduced mobility

It Österreichische Postbus Aktiengesellschaft's goal to allow all our customers to travel safely and in comfort on our buses. In particular, we strive to provide non-discriminatory access to our services to passengers with disabilities or with reduced mobility and to ensure their rights under Regulation (EU) No. 181/2011.

We would like to highlight that, due to the design of our buses (including the bus terminals and bus stops), there may be physical obstacles to passengers with disabilities or with reduced mobility boarding, alighting and travelling on our buses.

Our buses are fitted with a designated space for a wheelchair.

We can only guarantee the transport of passengers with reduced mobility who use orthopaedic aids (mechanical or electrical wheelchairs, Zimmer frames or walking frames) if the designated space for wheelchairs is free.

We kindly ask for your understanding that, due to space considerations, we cannot transport manually-operated "hand-bikes".

Blind passengers, passengers using a wheelchair and persons with severe war injuries who have a degree of disability of at least 70% according to their disabled person's ID may bring an accompanying person at no additional cost. This also applies to disabled passengers whose disabled person's ID contains the notice "The holder of this ID needs an accompanying person" and for foreign passengers who can prove that they need an accompanying person by means of official documents.

Persons who accompany you to provide assistance must be able to take care of your personal needs during the journey. Only adults may act as accompanying persons.

Assistance dogs travel free and do not need to wear a muzzle (see Clause VII.2).

X. Travel without a valid ticket

If you are found on one of our buses without a ticket for the relevant journey which was either bought in advance or before boarding the bus, you must pay a penalty fare for travelling.

According to the General Transportation Conditions for Buses, the penalty fare for transportation amounts to EUR 68.60 (as at 5.9.2019). This sum must be paid immediately to the driver in the bus or within two weeks of receiving a written request for payment. After the expiry of this time limit, a processing fee of EUR 5 will be charged for each written reminder issued.

If you are found without a valid ticket, you must present photo ID with proof of age to the driver. He/she will take your details and address. If you do not have any photo ID with proof of age with you, we are entitled to exclude you from the carriage; our staff may also call the police for assistance.

XI. Conduct during the bus journey

XI.1 Persons excluded from carriage

We will gladly carry you on our buses if:

- you adhere to the relevant carriage regulations,
- carriage is possible, and
- carriage is not prevented due to circumstances outside of our control.

If you behave in an unreasonable manner before boarding one of our buses, disturb other passengers with your external appearance, soil the bus, are carrying loaded firearms without being an authorised member of the police force, the driver may refuse you entry to the bus and exclude you from carriage.

If you endanger the wellbeing and health of other passengers or employees due to an illness subject to registration obligations, our employees may refuse you entry to the bus and exclude you from carriage.

If the grounds specified commence during the journey or if they are only become apparent during the journey, the affected passenger must alight from the bus at the driver's request.

We do not assume any liability for exclusions from carriage which must be enforced due to the grounds specified before commencing the journey or during the journey. Please note that - in such cases - you are not entitled to the reimbursement of the ticket price.

XI.2 Mutual respect

We strive to make the journey as pleasant and comfortable as we can for all passengers. Therefore, we kindly request you, as our passengers, to show consideration for each other. Please do not disturb fellow passengers by talking with a loud voice, listening to loud music, watching films or engaging in other activities which cause excessive noise.

All our buses are non-smoking. This smoking ban also includes e-cigarettes.

Please help us to keep our buses clean and free of damage by making considerate use of the facilities and refraining from any behaviour which could impact on the safety or orderliness of operations. Anyone who damages or soils our buses must pay a cleaning fee of EUR 54.60 for cleaning the vehicles, facilities and equipment. If the actual costs for cleaning and repair exceed this amount, we will also hold the respective person liable for those expenses.

Please do not speak to the driver during the journey unless it is necessary and be sure not to impede him in driving the bus.

The external doors of the bus may not be opened by unauthorised persons either during the journey or when stationary.

XI.3 Use of emergency equipment

For the safety of our passengers, our buses are fitted with emergency equipment (e.g. emergency hammers, emergency exits). Please only use this emergency equipment in case of danger to yourself or other passengers. Anyone who misuses safety and emergency equipment will be reported to the authorities.

XII. Liability

In principle, we are only liable to our passengers in case of intent and and gross negligence. In the event of death or personal injury, we are also liable for slight negligence.

If Österreichische Postbus Aktiengesellschaft causes damage to wheelchairs or other mobility equipment or assistive devices, we will pay compensation equal to the costs of replacing or repairing the lost or damaged item.

Please supervise all of your luggage and other property yourself. We are only liable for the loss of (and damage to) luggage and other items of property, mix-ups or theft of luggage and other items of property in case of intent or gross negligence.

We are not liable for damage resulting from passengers having packed luggage and other items of property improperly, unless we acted intentionally or with gross negligence.

The mandatory provisions of the Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch*, ABGB), the Act on Civil Liability for Motor Vehicles and Railway Plants (*Eisenbahn- und Kraftfahrzeughaftpflichtgesetz*, EKHG), the Regulation concerning the General Conditions of Carriage by Scheduled Bus (*Verordnung über die Allgemeinen Beförderungsbedingungen für den Kraftfahrlinienverkehr*, Kfl-Bef.Bed) and Regulation (EU) No. 181/2011 are not affected by these provisions on liability.

XIII.Data protection

Data protection law aspects are governed in the privacy policy. You can find this at www.viennaairportlines.at.

XIV.Choice of law

Austrian law applies, excluding its conflicts of laws provisions under private international law and the UN Sales Convention.