



Regular customer contract Tour operator

Grossglockner High Alpine Road / Gerlos Alpine Road / Krimml Worlds of Water

concluded between

Großglockner Hochalpenstraßen AG

Rainerstraße 2, 5020 Salzburg, Austria

FN 57029t

VAT number ATU 33790207

hereinafter referred to in an abbreviated form as "GROHAG", and

Company designation: _____

Address (street, house number, post code, location): _____

Tel.: _____ Fax: _____

email: _____

Commercial register No.: _____

VAT number: _____

hereinafter referred to in an abbreviated form as "Regular Customer Card Owner", as follows:

I. Preamble

Regular Customer Card Owners are entitled, in accordance with this agreement, to use the following roads and facilities/attractions operated by GROHAG free from cash payment:

- 1 Grossglockner High Alpine Road
- 2 Gerlos Alpine Road
- 3 Krimml Worlds of Water

GROSSGLOCKNER
3.798m

GROSSES
WIESBACHHORN
3.564m

JOHANNISBERG
3.453m

EDELWEISSPITZE
2.571m

PASSHÖHE
HOCHTOR
2.504m

FUSCHER TÖRL
2.428m

KAISER-FRANZ-
JOSEFS-HÖHE
2.369m

PIFFKAR
1.620m

HEILIGENBLUT AM
GROSSGLOCKNER
1.301m

FUSCH AN DER
GROSSGLOCKNERSTRASSE
815m

During the first 2 years the cashless use is not bounded to the achievement of a minimum turnover.

After the first 2 years GROHAG, in principle expects a minimum turnover of 300 Euros per calendar year from a Regular Customer Card Owner with regard to above-mentioned roads and facilities/attractions.

II. Invoicing

GROHAG is entitled to issue settlements for the Regular Customer Card(s). The settlement will include a list of all the (bus) journeys, with the licence plates of the vehicles, the dates of the journeys and the possible number of persons, and the number of persons at the Krimml Worlds of Water.

GROHAG will decide when the turnover related to the Regular Customer Card(s) is to be invoiced, but this will be at the end of the season, at the latest. GROHAG thus reserves the right to carry out settlements via the Regular Customer Card(s) at any time.

- ☐ The Regular Customer Card Owner **agrees** specifically to electronic invoicing and provides the relevant email address and the name of the contact responsible for the invoices within the company:

Email: _____

Contact: _____

- ☐ The Regular Customer Card Owner **does not agree** to electronic invoicing.

III. Payment target

The Regular Customer Card Owner is obligated to pay all invoices within latest 14 days after the invoice is issued, without any deductions. No discount will be granted for the invoices.

For late payment we will apply, for possible legal costs, default interest for operator businesses at 8 (eight) percentage points above the base interest rate in accordance with Section 1333 Paragraph 2 ABGB (Austrian General Civil Code).

In case of default (also in default of payment through no fault of his own) the Regular Customer Card Owner is obliged to reimburse the dunning costs and collection agency expenses incurred by GROHAG, provided that they are required for appropriate prosecution, and are reasonable with regard to the demands. If GROHAG performs the dunning themselves, then the Regular Customer Card Owner is obligated to pay a sum of 10 Euros for each reminder issued.

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It is specifically agreed that, after the second reminder (payment within **five** days!), the Regular Customer Card(s) issued in accordance with this Regular Customer Contract will lose its(their) validity, without the need to inform the Regular Customer Card Owner separately of the fact.

IV. Loss/misuse of card

The Regular Customer Card Owner is obligated to keep the Regular Customer Card(s) secure and to protect from misuse. Loss or theft and damage of/to the Regular Customer Card(s) must be notified to GROHAG immediately in writing (by letter, fax or email - for data see Header Page 1 of the agreement). The Regular Customer Card Owner will bear all risks involved with misuse of the card until an appropriate written message is received.

Compensation claims and rights of recourse by the Regular Customer Card Owner, in whatever form, are excluded, provided that the situation causing the damage have not been caused by intent or gross negligence on behalf of GROHAG.

V. Reimbursement groups

The Regular Customer Card(s) can be used to take a "Regular Customer Discount". The discounts are taken in total via the reimbursement at the year end. In the first 2 years the reimbursement is agreed to _____ percent (gross turnover/normal tariff). After the first 2 years the following turnover-related limits are agreed (gross turnover/normal tariff):

above 300 Euros:	15 percent reimbursement
above 500 Euros:	18 percent reimbursement
above 1,000 Euros:	21 percent reimbursement
above 3,000 Euros:	24 percent reimbursement
above 6,000 Euros:	27 percent reimbursement
above 10,000 Euros:	30 percent reimbursement

It is specifically agreed that, in the event of non-compliance with this contract, in particular in the event of payment not in good time, and at the agreed time, and without any deduction, of just one invoice issued, GROHAG is entitled not to grant the listed Regular Customer Discounts.

Transfer of the discounts granted by GROHAG is undertaken with the effect of discharging the debt to the following Regular Customer Card Owner's account:

Bank designation: _____

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IBAN:

GROSSGLOCKNER
3.798m

BIC:

VI. Contract duration

This contract becomes effective when signed by both parties to the contract and is concluded for an unspecified duration. The entitlement to cashless travel / cashless entry starts only after issue and despatch of the Regular Customer Card(s). This will take place latest four weeks after receipt of the contract signed by both parties.

The Regular Customer Cards have a specified time validity (see imprint on the Regular Customer Card itself) and will need to be reapplied for in good time.

Both parties to the contract are entitled to terminate this contract in writing in compliance with a cancellation period of one month, in each case at the last day of each month.

GROHAG is entitled to dissolve this contract at any time, without compliance with the cancellation period, in the event of contravention of one of the points in the contract.

In any case, this contract will end automatically in the event that insolvency proceedings are initiated with respect to the Regular Customer Card Owner.

VII. Other items/written form/legal domicile/legal force

The Regular Customer Card Owner is obligated to inform GROHAG immediately in writing in the event of a change in bank details, the data concerning electronic invoicing or other data relevant to this agreement.

All agreements are to be recorded in writing. This also applies to subsidiary agreements and covenants and to subsequent changes to the contract.

Ineffectiveness of individual stipulations in this contract or its constituents leaves the effectiveness of the rest of the contract unaffected. The partners to the contract are obligated to replace the ineffective stipulation, as far as a reasonable and in good faith and trust, by a stipulation that closest approximates to it with regard to economic success.

Austrian Law is agreed to be applicable to this contract. The city of Salzburg is the chosen legal domicile for all disputes arising from the existence and dissolution of this contract.

Any prior Regular Customer Agreements become legally ineffective upon signing this contract.

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The General Terms of Business, in the applicable version, can be seen on the websites of the Grossglockner High Alpine Road (www.grossglockner.at), the Gerlos Alpine Road (www.gerlosstrasse.at) and the Krimml Worlds of Water (www.wasserwelten-krimml.at) and are taken to be agreed with.

VIII. Data protection

The protection of your personal data is of particular concern at GROHAG. GROHAG therefore processes the data exclusively on the basis of the legal stipulations (GDPR, TKG 2003 [Austrian Telecommunications Act 2003]).

The Regular Customer Card Owner is hereby informed that the above-listed data is stored and processed by GROHAG for the purposes of creditor protection and conduction of business.

- ☐ The **Regular Customer Card Owner explicitly agrees, by placing a cross in the adjacent box**, that his contact data (company name, contact, address, phone number, fax, email address,...) can be processed and used **for information and marketing purposes** until the cancellation of this agreement, or until retracted, and that GROHAG may send various information and advertising material (such as, in particular, brochures, magazines, newsletters, invitations to events etc.) **by email or post**. This is also on the basis of the fact that the Regular Customer Card Owner can always provide the most up-to-date information about the roads and facilities/attractions to his customers.

If the Regular Customer Card Owner does not want to receive information and marketing material, then he can rescind this or advise us at any time using the email address datenschutz@grossglockner.at.

In addition, the Regular Customer Card Owner has the right to complain to the relevant monitoring authority. In Austria, this is the Data Protection Authority (contact data: Österreichische Datenschutzbehörde [Austrian Data Protection Authority], Hohenstaufengasse 3, 1010 Vienna, Austria; Tel.: 0043 1 531 15-202525; email: dsb@dsb.gv.at).

Location, date,

Regular Customer Card Owner
Signature and company stamp

Location, date

Großglockner Hochalpenstraßen AG

The Regular Customer Card Owner requests a total of _____ Regular Customer Card(s).

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