

## STANDARD BUSINESS CONDITIONS

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### EO 1.) AUTHORIZATION AND BOOKING

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After the authorization and the following confirmation from Gangl Taxi-Mietwagen Ges.m.b.H. (from now on called Gangl Transfers) a transportation contract will be realized. The authorization can be made in writing, by phone, by fax, mail or online. The full content of the service and the price for the transportation is always made individually according to your application. You are only entitled to transportation on the arranged date and time and at the arranged location. Gangl Transfers will always adjust itself to the statements you made in your authorization and can not be claimed for false statements.

If there is no other agreement, the in the offer named prices are valid. Additional services will be charged separately. The prices never include extra costs which result within the scope of the authorization. Especially parking fees and so on. Gangl Transfers is bound to the prices made in its offer for seven days. After then, a new agreement must be made.

### 2.) PLACING OF ORDER AND CONCLUSION OF AGREEMENT

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Gangl Transfers offers are alternate without notice and not binding. Orders and the acceptance of orders must always be made in writing. The customer is due to give Gangl Transfers all the needed information about place or location, date, number of people, which vehicle that is chosen, number of luggage and all other information, that is necessary. Gangl Transfers must have all final information within a reasonable time. Gangl Transfers is not obliged to investigate the information which is made by the customer. Additional agreements, changes collateral agreements must be made by writing.

Normally Gangl Transfers confirms the order immediately, but latest within seven working days. A conclusion of agreement also exists when Gangl Transfers completes the ordered job.

### 3.) VARIATION FROM AUTHORIZATION AND BOOKING

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Gangl Transfers can not be claimed for negative results because of wrong or incomplete information made by the customer. If your pick up time changes, please inform us immediately! The customer and all passengers are obliged to inform us by writing or by phone about any changes after the authorization and booking is completed. If we are not informed in time, the agreement will no longer be valued.

If standby times result out of changes, they will be separately charged hourly.

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### 4.) SCOPE OF VALIDITY

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All services, especially passenger transportation and event management base on these standard business conditions. They are also valued even if there is no further reference to them. At the moment the customer engrosses our services he is bounded to our standard business conditions and accepts them completely.

Variations to our standard business conditions always must be made by writing. If there are differences between our standard business conditions and those of our customers or other persons or companies, then our standard business conditions come first and have the first priority. Even if we didn't contradict.

### 5.) AIRPORT SHUTTLE SERVICE

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Our airport shuttle service joins departures and arrivals. Therefore it is possible, that passengers have to wait for some time at the airport.

Within the conclusion of agreement each passenger gets the approximate pick up time. The pick up time depends on the driving rout, traffic or weather and can change sometimes. Normally the pick up time does not change for more than 60 up to 90 minutes.

If the passenger is not personally reachable, information about changes of the pick up time are also regarded as given to the passenger when they are deposed on the mailbox or the front desk of the hotel.

Be free to call us the day before your departure from 08:00 a.m. to 10:00 p.m. by the number (+43 650) 2000 999. We will be glade to confirm your pick up time.

If our driver is late for more than 10 minutes, please inform us immediately by the number (+43 650) 2000 999! That's the only way for us to solve problems in your interest.

### 6.) MEETING PLACE

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Meeting place is always the place which is confirmed in the conclusion of agreement.

### 7.) LUGGAGE

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The customer must announce bulky or extremely heavy luggage when placing his order. Gangl Transfers will not arrange the transportation if there is no special acceptance in the conclusion of agreement.

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There is no transportation of living animals except pets (cat, dog).

### 8.) CUSTOMERS DUTIES AND LIABILITY

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While riding our vehicle, passenger's behaviour must not influence his own safeness, the safeness of other passengers or that of the driver in any way and must not disturb the running business at any time. For safety reasons the driver's instructions must be obeyed!

If passenger's behaviour does not come along with the agreement after being instructed by the driver, the agreement ends immediately. In this case, there is no need for any further information from Gangl Transfers. Gangl Transfers still has the right to put the whole price in charge.

The causer of damages or contaminations must compensate all costs for reparation or cleaning. If causer and customer are not identical, both shall be liable to compensation. Liability also exists, if the customer is without any blame.

### 9.) CANCELLATION

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If the customer cancels the agreement or does not make use of the service, Gangl Transfer has the right to put an appropriate compensation for planning and other efforts in charge. Even if the customer is without blame.

For cancellation up to 48 hours before the beginning of the service, we charge € 100,-.

We charge the full amount named in the agreement if cancellation is made on the same day of the service (beginning is 00:00 o'clock).

### 10.) LIABILITY

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Gangl Transfers can not be hold liable for delays caused by others (traffic, traffic jams, and weather) or vehicle damages which could not be known in time. There is no liability for slight negligence for delays.

There is no liability for damages or loss of luggage or the content of luggage, animals, clothes, electronic devices or other goods. All passengers are due to hand out their luggage to the driver and check its completeness when arriving at the final destination.

### 11.) LIMITATION OF LIABILITY AND CLAIM

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Entitlement to damage because of impossibility of services out of breach of duty and out of delict is excluded unless in case of carelessness.

Gangl Transfers liability is limited to the appointed price of service. Our general liability insurance covers damages to persons. All titles out of services which were not done according to the agreement must be given to Gangl Transfers by writing within three working days after finalization of the job.

Gangl Transfers can not be claimed for service delays caused by act of God or circumstances beyond the influence of Gangl Transfers. Those are for instance technical damages, heavy weathers, requirements and orders by law, strike, and demonstration and so on. This also applies for business partners of Gangl Transfers. Under such circumstances Gangl Transfers has the right to delay the service for the time of the interference or cancel the agreement partitionally or completely.

Gangl Transfers can also not be claimed if the delay of service basis on circumstances, which could not be avoided even with greatest carefulness.

### 12.) TERMS OF PAYMENT

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Private persons are obliged to pay the whole price appointed according the agreement BEFORE making use of the service.

For safety reasons we don't accept € 200,- and € 500,- bills. You can not pay by any credit card. The payment has to be done cash.

Business customers have to pay immediately after receiving the invoice. The amount named on the invoice must be played without any deductions to the bank account named on the invoice. It is possible to prepay cash. The driver in the vehicle will confirm your payment. We usually demand prepayment form new and unknown business customers from abroad.

The payment is valued as made when Gangl Transfers has the money at its disposal. In case of payment delays Gangl Transfer has the right to charge interest after 14 days according to usual rate of interest of business banks.

If the customer does not meet his obligations or if we get to know about that there is no credit worthiness Gangl Transfers has the right to demand the complete amount according to the agreement at once or demand prepayment. Further Gangl Transfers can cancel the agreement in case of payment delay.

### 13.) OBJECT OF AGREEMENT AND TRANSPORTATION EXCLUSION

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Object of agreement is passenger transportation and other services. Gangl Transfers can excuse persons who are a risk to safety and regularity, who don't follow the driver's instructions or who damage the vehicle out of carelessness or vandalize.

### 14.) PLACE OF JURISDICTION, APPLICABLE LAW, WRITING DEMAND

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For all Business and all matters of law, the law of Bundesrepublik Österreich is valued. Place of jurisdiction is Innsbruck without any exception. Even if the customer's place of jurisdiction is in another town or country. Gangl Transfers always has the right to choose another place of jurisdiction.

### 15.) GENERAL TERMS

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There is no duty of transportation. Gangl Transfers can refuse transportation out without assigning reasons.

Services and transportation base on the agreement's content. The claim for transportation can only be laid on the appointed time, place and route.

Any complaints must be given to Gangl Transfers by writing within three working days after the service finalisation.

**Gangl Transfers – the most comfortable way to get moved.**

**[www.gangl-transfers.at](http://www.gangl-transfers.at)**

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