

# GENERAL TERMS AND CONDITIONS

The company Mythen-Taxi GmbH (hereinafter referred to as the Contractor) is a cab service company based in Brunnen, Switzerland. It provides its services to its customers at under the terms and conditions set out in this document. When placing an order, the customer (also client) agrees to all the points of these terms and conditions. The following terms and conditions are an integral part of the contract between the contractor and the client and apply to all services provided by of the contractor, in particular for business or private trips or round trips. Other terms and conditions are non-binding unless they have been submitted to in writing and legally signed by the contractor!

## Order placement and start of contract

The client is obliged to inform the contractor about all essential factors affecting the execution of the order, such as dates, number of persons to be transported, about the type and scope of luggage (description of the scope of services). Furthermore, a client is obliged to provide with the following information when placing an order with the contractor: Name, place of residence, and telephone. A contract is only concluded if the order placement with the scope of services is accepted and confirmed by the contractor in writing, by telephone or verbally. The agreed scope of services is part of the contractual terms and conditions.

## Prices

Unless otherwise agreed in writing, the prices of the tariffs valid at the time the service is provided shall apply. In the case of flat-rate agreements, the agreed price shall apply for the agreed order period. In the event of an agreement to the contrary, the Contractor shall be bound by the prices contained in its offers for 30 days from the date of the offer. Unless otherwise agreed in writing, all prices are quoted in Swiss francs and include the statutory value added tax of 8.1%.

## Terms of payment

The Contractor may in principle demand payment guarantees from the customer after the order confirmation or before the journey. If these are not provided, the previously confirmed order shall be deemed null and void. In principle, the service provided will be paid for immediately after the end of the order in cash or by credit card. The order can be invoiced using a payment slip if this has been agreed with the Contractor before the start of the journey. The customer must pay the invoice within 10 days of receipt of the invoice. If fails to meet the payment deadline, the Contractor is entitled to charge for any additional costs incurred as a result. Billing modalities deviating from this must be agreed in writing when the order is placed. **WIR, bills of exchange or checks are not accepted.**

## **Exclusion from carriage, Obligations and damage**

Passengers who wish to use an exclusive passenger transportation service are transported. Excluded from transportation are persons, who represent a danger to safety and order. Passengers must behave when using our facilities and vehicles as required by the safety and order of the operation, their own safety and consideration for other persons. Instructions given by our staff or the driver must be followed. If a passenger violates his/her obligations despite being warned, he/she may be excluded from transportation. Damage to the vehicles or other damage caused by passengers must be compensated by the perpetrator or our contractual partner. Cleaning fees will be charged separately for soiling. If the party responsible and our contractual partner are not identical, both are liable as joint and several debtors. Liability shall also apply if the client is not at fault.

## **Withdrawal of the client**

If the Client withdraws from the contract or does not make use of the Contractor's services without withdrawing, the Contractor may demand appropriate compensation for the precautions taken and for the expenses incurred and also compensation for the damage incurred. The obligation to pay compensation shall also apply if the Customer is not at fault. The Contractor shall be entitled to make a lump-sum compensation claim. If the cancellation is made 48 hours before the agreed start of the service, the customer must pay 50% of the agreed price, 24 hours - 0 the price is due at 100%. If the service is not utilized without cancellation (no show), the customer must pay the agreed price to the contractor without deduction.

## **Liability**

Claims for damages are excluded both against the Contractor and against its vicarious agents, unless the damage was caused intentionally or through gross negligence. The Contractor is insured for damages to third parties. In addition, the Contractor's liability shall be limited to a maximum of the agreed service price. Should the Client suffer damage, it is obliged to provide the Contractor with the information required for insurance purposes. If the Contractor is unable to meet an agreed deadline due to technical breakdowns, force majeure, weather-related emergencies or legal requirements (e.g. smog), the Customer shall have no claim to fulfillment of the contract. The customer shall be refunded any payments already made. In the event of a technical breakdown, the Contractor shall be entitled to provide a replacement vehicle. Further claims by the customer are excluded. The Contractor shall be exempt from liability insofar as exceeding the transportation time is due to circumstances which we could not avoid even with the greatest care and the consequences of which we were unable to avert. Further claims, in particular for damages or loss of profit, are excluded.

## **Notice of claim and limitation period**

Damage to the vehicles and their interior fittings, such as excessive soiling of the seats, carpets, side and roof panels as well as improper operation of the fittings by passengers, shall be borne by the passengers themselves. Visible damage and claims must be reported immediately after the end of transportation. In the case of damage that is not immediately recognizable, claims must be made in writing 7 days after the end of the transport. In the case of damage caused by intent or gross negligence, the limitation period is 3 years.

**Place of fulfillment, place of jurisdiction, miscellaneous**

The place of performance and jurisdiction is Schwyz. Should individual provisions in these terms and conditions or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements. Collateral agreements and deviating agreements must be made in writing. In the event of disputes not addressed in these terms and conditions, we automatically refer to the Swiss Code of Obligations (OR). These terms and conditions and the entire legal relationship between Mythen-Taxi GmbH and the client are governed by Swiss law.

Brunnen, January 1, 2025

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