

General Terms and Conditions (GTC)

A. General provisions

A1. Applicability

The General Terms and Conditions (GTC) apply to all services and products (hereinafter jointly referred to as «services» or «third-party services») provided by

- Touristische Unternehmung Grächen AG
- TUG Gastro AG
- Verein Grächen Tourismus und St. Niklaus Tourismus und Gewerbe

(hereinafter collectively referred to as «Grächen») via the website www.graechen.ch as well as physical points of sale, counters, stores etc. These GTC also apply to the website www.graechen.ch. By using one of these services, the customer accepts these GTC.

Special provisions apply to certain services. These are regulated in separate contracts (e.g. contracts for rental objects or transport of goods) and take precedence over any provisions of these GTC.

Other contractual conditions, in particular those which the customer declares to be applicable together with the acceptance of the contract, are only valid if and insofar as they have been expressly accepted by Grächen in writing.

A2. Conclusion of contract

In the case of written bookings, bookings via the Internet or other electronic means of communication, acceptance of the booking shall be expressly confirmed to the customer in writing. This confirmation, together with any brochures with service descriptions and the fee to be paid, constitutes the contract (automatic booking confirmations are exempt from this). The contract is only concluded with the delivery of the confirmation by Grächen. If services are ordered verbally at the designated points of sale, the contract is concluded with the unconditional acceptance of the order by Grächen. The special provisions regarding third-party services remain reserved.

A3. Information on services and prices

A3.1. Services

Services are defined in the corresponding offer descriptions. All information (especially regarding the scope of services) is subject to change. Grächen reserves the right to change service descriptions in brochures and on the internet at any time and without prior notice.

A3.2. Prices and terms of payment

Unless otherwise stated, prices are in Swiss francs (CHF) and include value added tax. When accepting foreign currencies, the daily exchange rate set by Grächen applies. Change is given in Swiss francs (CHF).

Grächen reserves the right to change price information in brochures and on the internet at any time and without prior notice. In particular, Grächen has the right to increase the prices in case of an introduction or increase of fees, charges and taxes as well as transport costs after conclusion of the contract.

Grächen specifies the terms of payment in the service descriptions. In the absence of such a specification, the period for payment according to Grächen's invoice shall apply. In the case of late payments, Grächen is entitled to refuse the service to be provided.

Touristische Unternehmung
Grächen AG
Dorfplatz 782
3925 Grächen
T +41 27 955 60 60
info@graechen.ch

TUG Gastro AG
Dorfplatz 782
3925 Grächen
T +41 27 955 60 60
gastro@graechen.ch

Verein Grächen und St. Niklaus
Tourismus und Gewerbe
Dorfplatz
3925 Grächen
T +41 27 955 60 60
info@graechen.ch

Discounts or vouchers are only accepted under the conditions shown on the voucher. Discounts not claimed at the time of conclusion of the contract cannot be claimed later. Discounts cannot be combined.

Special terms of payment in connection with third-party services remain reserved.

A4. Disruption of the execution of the contract

Where good cause exists, Grächen is entitled to change the agreed service or offer a replacement.

Should the fulfillment of the contract by Grächen be made impossible due to force majeure, Grächen is entitled to withdraw from the contract. There is no claim for compensation.

A5. Liability

Grächen is liable to the customer for the proper provision of the service. Liability is excluded if the non-fulfillment or improper fulfillment is due to omissions or to the conduct of the customer or a third party not involved in the provision of the service, or to force majeure or unforeseeable or unpreventable events. Liability for ordinary negligence is excluded.

If Grächen has reasonable cause to believe that an event for which Grächen's property is used endangers the smooth operation, safety or reputation of Grächen, Grächen is entitled to cancel the reservation agreements at any time without compensation.

Grächen shall accept no liability for theft in the winter sport resort or for damage to property by third parties.

In the case of third-party services, only the respective contractual partner/service provider is liable. A joint and several liability which would include Grächen is excluded, unless explicitly agreed upon. In the case of rented storage depots, no liability is assumed for lost objects and valuables.

In the case of goods transport, goods must be packaged by the customer in such a way or the container must be such that it complies with the currently applicable safety standards (Euro pallet). Fragile goods are to be packaged in such a way that damage cannot occur during transport (recommendation: transport case). Grächen declines any liability if these requirements are not met.

Special liability regulations in connection with the sale and use of lift tickets and facilities as well as special liability regulations in connection with third-party services remain reserved.

Grächen assumes no liability for internet failures, damage inflicted by third parties, imported data of any kind (viruses, worms, Trojans) as well as for links from and to other websites.

Grächen declines any liability for direct, indirect, special or other consequential damage arising from the use of the www.graechen.ch website or any website linked to it. Also excluded is any liability for loss of profit, business interruption, loss of programs or other data in information systems of third parties. This also applies if the possibility of such damages is expressly mentioned.

A6. Retention of title

Until payment in full of the invoiced amount of a delivery (final and unconditional crediting of the total purchase price), Grächen retains ownership of the delivered goods. If customers are domiciled in Switzerland, Grächen is entitled to make a corresponding entry in

the retention of title register. If the customer is an entrepreneur in the exercise of his/her commercial or independent professional activity, a legal entity under public law or a special fund under public law, Grächen shall retain title to the purchased goods until all outstanding claims arising from the business relationship with the customer have been settled.

The corresponding security rights are transferable to third parties. The customer shall only have a right to set off his/her claims if his/her counterclaims have been legally established, are undisputed by Grächen or are ready for decision.

Furthermore, the customer shall only have a right of retention if and insofar as his/her counterclaim is based on the same contractual relationship. In the event of defects in the delivery, the customer's counter rights shall remain unaffected.

A7. Assignment

Grächen reserves the right to assign or pledge its claims or, in the case of third-party services (section C), the claims of the service providers against the customer, including any installments due, interest on arrears and reminder fees, to third parties.

A8. Data protection

The collection and processing of the personal data of the customers of Grächen and users of the website of Grächen are explained in the data protection declaration on www.graechen.ch. This forms an integral part of the GTC.

A9. Copyright

The use of www.graechen.ch does not imply that the user is granted any license rights with regard to the intellectual property rights of the content of www.graechen.ch.

www.graechen.ch and all content posted there (in particular software, files, designs, graphics and data) are the property of Grächen. Grächen owns the corresponding rights of use and is protected by the relevant laws regarding intellectual property rights, including copyright and trademark protection. Any unauthorized use of www.graechen.ch, in particular the use of www.graechen.ch or its contents for professional or commercial purposes of any kind, as well as the reproduction, display, transmission to others, communication, circulation, distribution, modification, licensing, sale or any other exploitation of this website or its contents, texts, text excerpts, static or animated graphics, audio data, software, goods or services, as well as other data or information, is expressly prohibited without prior written consent by Grächen. In particular, methods such as framing and inlinelinking of the website and content are prohibited.

B. Sale and use of lift tickets and facilities

B.1. Conditions of carriage

With the sale of a lift ticket, Grächen undertakes to transport the rightful ticket holder and his/her equipment. Included is the use of all prepared and marked slopes as well as hiking, biking and sledding trails. Sports equipment will only be transported if the infrastructural and safety facilities permit this and the protective regulations concerning wildlife protection and undisturbed wildlife habitat are not violated. Restrictions of use of paths and slopes may be applied by Grächen and/or the authorities. The published transport regulations as well as the instructions of the railway or supervisory personnel apply.

For safety reasons, no persons carrying children on their backs, in a backpack, other carrying devices or on their shoulders will be transported on ski lifts as well as chairlifts. Likewise, the use of the ski slopes and the sled runs is not permitted in this manner.

B.2. Restriction of use

Should Grächen be unable to perform its obligations in connection with the sale and use of lift tickets and facilities as a result of circumstances that Grächen is unable to avert, or is temporarily or partially unable to perform, the customer shall have no claims against Grächen. This applies in particular in the following cases:

- suspension of operations, slope and path closures as a result of chance, force majeure such as wind and weather, power outages, avalanche danger, strikes or official orders
- overloading of the transport facilities or overcrowding of the slopes and paths as well as possible waiting times resulting therefrom
- interruptions as well as temporary suspension of operation of parts of the transport facilities due to construction or maintenance work as well as to remedy malfunctions.

In the context of public events, access to individual facilities may not be possible or may be tied to the purchase of a ticket for the event. Furthermore, access to slopes and trails may be blocked.

Grächen can adjust the offer depending on demand, official requirements or weather conditions.

B.3. Terms of use

All tickets and passes are personal and non-transferable. They are only valid during the published operating hours. Grächen determines for which tickets a name and/or photo must be recorded or added.

Grächen determines the conditions of use. The customer is obliged to comply with the published instructions. These are in particular:

- instructions from employees
- closures of slopes and paths
- markings, warning signs and instructions for the use of the slopes
- FIS rules
- rules regarding trail tolerance

Furthermore, reckless behavior or alcohol/drug abuse will not be tolerated. In such cases Grächen reserves the right to withdraw the lift ticket from customers.

Installations and facilities of Grächen must not be damaged or contaminated. Any repair or cleaning costs are to be paid by the person causing the damage.

In case of violations of the terms of use, Grächen may temporarily or permanently exclude the customer from use without compensation. In case of intentional damage or endangerment of other people as well as disturbance of public transport, Grächen is entitled to file a criminal complaint.

B.4. Validity for public transport

Grächen publishes the regulations regarding the use of public transport in connection with a lift ticket.

Single and return tickets are only available for pedestrians and sledders.

B.5. Costs for rescue operations

If a customer suffers an accident while using the lift facilities or the prepared and inspected slopes in the Grächen snow sports area, the rescue service of the mountain railways can be called upon.

The use of the rescue service will be charged according to Grächen's expenses (personnel services, material costs, etc.).

All third-party costs in connection with rescue operations (e.g. helicopter transport, doctor's visits, ambulance) are to be paid directly by the customer.

B.6. Freeriding | Wildlife and forest protection zones

The slopes have been set up in open terrain. Small forest plots are designated as wildlife and forest protection zones and are bypassed. Trees and shrubbery must not be damaged and wildlife not disturbed or chased from safe areas. The forest and wildlife protection zones are marked. The customer is expressly requested to observe the information boards of the mountain railways. Riding in closed or marked forest and wildlife protection zones may result in the withdrawal of the personal ticket or even a report to the competent authorities.

B.7. Complaints | Liability

Any complaints by the customer concerning the provision of services by Grächen in accordance with section B must be addressed immediately to the mountain railway. The mountain railway shall be liable for personal injury and property damage in accordance with the provisions of the GTC. Subsidiarily, the relevant provisions of the Swiss Code of Obligations shall apply. To the extent permitted by law, liability is limited to gross negligence and willful misconduct.

Liability of the mountain railway for damage to property and personal injury is excluded in particular in the case of accidents resulting from

- failure to observe instructions and markings and leaving the secured and inspected slopes
- failure to comply with instructions and warnings issued by mountain railway staff or slope and rescue services
- disregarding warnings concerning avalanche hazards
- negligent or intentional misconduct on installations, slopes and pathways
- the practice of high-risk sports such as freeriding, downhill and enduro biking, paragliding, etc.

In all other respects, the liability of the mountain railway is essentially based on the guidelines of the traffic safety obligation for snow sports slopes. Furthermore, liability for accidents on biking, hiking and sledding trails is excluded.

Lubricants are used as part of the maintenance of the transport facilities and abrasion can occur on guide rollers as a result of operation. Depending on the weather, this can lead to slight soiling of clothing. To the extent permitted by law, the mountain railways are only liable in the event of improper use of lubricants. In this case, liability is limited to the value according to the present value table for the life expectancy of winter sports clothing (max. 4 years).

Grächen is liable for personal injury or damage to property as a result of non-fulfillment or improper fulfillment of the contract within the framework of these GTC as well as the relevant national laws.

B.8. Use of lift tickets

If a lift ticket was issued for a specific day/specific number of days, it cannot be transferred for use on a different day. Unused days are not eligible for refund.

Lift tickets permitting the customer to determine the use within a certain time period (day passes) can neither be extended nor refunded.

B.9. Refunds

B.9.1. General provisions

Purchased tickets are generally not exchanged, changed, returned or refunded.

In the case of regional Travelcards including other areas, the provisions for the respective card take precedence over the provisions of these GTC.

B.9.2. Loss of the lift ticket

Annual or multi-day tickets will be replaced in the event of loss upon presentation of the purchase receipt (receipt with a blocking code). Day passes and single trips will not be replaced in the event of loss.

B.9.3. Deposit for Keycard

Lift tickets are issued on a keycard or other compatible data storage device. Upon issuance of a keycard, a deposit of CHF 5.00 is charged, which will be refunded upon return. Defective data storage devices will be replaced free of charge, provided they have not been willfully damaged.

B.9.4. Misuse | ID obligation

Mountain railway staff as well as authorized inspectors are entitled at all times to carry out ticket checks. Upon request, the ticket holder must identify himself/herself by means of a valid identity card or equivalent. IDs for a specific discount (e.g. disability ID) must be ready to be presented at any time.

If ticket misuse is detected, such as the use of tickets by/for third parties or falsification/transfer of tickets, this will result in the immediate withdrawal of the ticket. In addition, an administrative fee will be charged:

- Single trips/day passes: CHF 150.00
- Multi-day passes up to 4 days: CHF 250.00
- Multi-day passes from 5 days as well as season and annual passes: CHF 500.00
- Use of the facilities without a ticket: CHF 500.00

If it is not possible to determine whether a violation has occurred due to lack of identification, the administrative charges will be collected until the corresponding ID is presented.

In addition, the current ticket price must be paid. In the event of a repeated infringement, the data carrier will be confiscated, the deposited ticket will be deleted and a criminal complaint will be filed.

C. Offer by service provider

C.1. Contractual relationship

Service providers of the holiday region Grächen (hereinafter referred to as "service providers") provide, among other things, third-party services regarding hotels, vacation apartments, group

accommodation, sports stores, experiences, activities and snow sports schools (hereinafter referred to as "**third-party services**").

Grächen operates a reservation system with a call center and an internet portal (www.graechen.ch), which facilitates the online booking of third-party services for customers. Grächen arranges the third-party services of the service providers in their name and on their account. Contracts for third-party services are concluded exclusively between the respective service providers and the customers.

Grächen is authorized by the service providers to conclude the contracts on their behalf and to carry out the collection for the booked third-party services.

If the customer registers additional participants for the third-party services, the customer shall be liable for the contractual obligations of the participants (in particular payment of the travel price) as well as his/her own contractual obligations. In addition, the service providers may establish their own terms of use. The customer will be informed of such terms of use of the service provider in the service description or at the latest during the booking process. In the event of a contradiction, these GTC shall take precedence.

In the case of arrangements, experiences and events, Grächen itself can act as the provider. The provider is its contractual partner and is listed by name in the travel documents.

C.2. Information on third-party services

Grächen provides the published information for objects, rooms, apartments and other services. The service provider updates this information and bears sole responsibility for the correctness of the information at the time of booking.

The third-party services are composed of the service description online and the booking confirmation. Special requests or additional agreements are only a contract component if they have been unconditionally confirmed by the service provider or Grächen on behalf of the service provider.

C.3. Payment conditions

For hotels and apartments: A deposit of 30% of the booking amount is payable within 10 days after completion of the reservation. The balance is the total amount according to the contract minus the calculated deposit and must be paid at least 30 days prior to arrival.

- Grächen charges a booking fee of CHF 12.00.
- If the booking is made less than 40 days prior to arrival, the full amount is due.
- Invoicing is – as far as offered – only possible for bookings made more than 45 days prior to arrival.
- A deposit of 30% of the booking amount is due within seven days of receipt of the invoice. The balance is due 30 days prior to arrival.
- If the booking is paid for by credit card and other online payment methods, the total amount due is automatically charged.

For arrangements, additional services, experiences, activities and events: Booked third-party services are to be paid directly at the time of booking by credit card/online payment. Payment by invoice is only possible if it is explicitly offered.

If payment is not made on time or credit card payments are not honored, Grächen shall set a short grace period for the customer on

behalf of the service provider. If this grace period expires without payment being made, the contract is considered canceled and the cancellation conditions according to these GTC apply.

The prices for third-party services can be found online or in the confirmation. The prices in Swiss francs (CHF) are binding. Prices in other currencies are for information only and are not binding. Invoices are issued in Swiss francs and are to be paid in Swiss francs. Credit card charges are also made in Swiss francs. The descriptions of the individual accommodations list any additional costs to be paid on site.

In the case of vacation apartments and vacation homes, the service provider may demand a deposit upon handover of the keys, the amount of which can be found in the service description.

C.4. Cancellation conditions

The following cancellation conditions take precedence over explicit details of the booking (e.g. non-refundable rates). If the customer cancels, changes or re-books a booking, the following cancellation conditions apply (as a percentage of the booking total):

- up to 60 days prior to arrival: administrative fee CHF 100.00
- 59 to 45 days prior to arrival: administrative fee CHF 100.00
- 44 to 30 days prior to arrival: administrative fee CHF 100.00 plus payment on account of 50%
- 29 to 0 days prior to arrival: total booking amount plus administrative fee of CHF 100.00
- failure to arrive: total booking amount plus administrative fee of CHF 100.00

Third-party services not made use of (e.g. as a result of earlier departure) are non-refundable. Changes and re-bookings are treated as cancellations with re-registration. In the case of changes or re-bookings to the booked dates and main service obligations with the same provider, a processing fee of CHF 100.00 will be charged by the provider, provided that the change or re-booking is possible. Otherwise, cancellation costs and a cancellation fee will apply.

With regard to the cancellation costs, the customer retains the right to prove that the provider has incurred no or minimal damage as a result of the cancellation, re-booking or change of third-party services.

The customer can arrange with Grächen the re-booking of all or part of the third-party services in favor of a third party. Grächen charges the customer a re-booking fee of CHF 100.00. The contract conditions remain unchanged. If the third party does not completely replace the customer, the customer remains liable for the difference.

When calculating the cancellation or change date, the time of receipt of the customer's declaration by the agent (Grächen) during normal office hours is relevant; in the case of Saturdays, Sundays and public holidays, the next working day is relevant. This regulation also applies to notifications by e-mail, via the Grächen website, telephone answering machines or other electronic means of communication. The cancellation is considered final once confirmed in writing by Grächen.

C.5. Changes in services and prices

The service providers expressly reserve the right to change service descriptions and prices prior to the conclusion of the contract. The

service provider or Grächen shall inform the customer of any changes upon conclusion of the contract.

After conclusion of the contract, the service provider reserves the right to change the services in case of unforeseeable or unavoidable events as well as force majeure. Service Provider shall endeavor to offer equivalent substitute services. If this is not possible or if, in the event of a significant change to the contract, the customer rejects the substitute service with good cause within five days of receipt of the notification, the amount already paid shall be refunded to the exclusion of any further claims.

After conclusion of the contract, the Service Provider reserves the right, in the event of erroneously communicated contractual conditions (in particular concerning the price or the availability of the service), to dissolve the contract without compensation within three working days of its conclusion. Service Provider shall endeavor to offer a new contract for an equivalent third-party service. If this is not possible or if the customer rejects the new offer within five days of receipt of the notification, the amount already paid shall be refunded to the exclusion of any further claims.

Price increases as a result of increases in charges and taxes (in particular value added tax or visitor's tax) or the introduction of new comparable charges and taxes remain reserved. Likewise, price increases due to the increase of transport costs or the introduction of levies on certain services are reserved. In this case, the customer will be informed up to 30 days prior to the start of the contract. In the event of an increase of more than 10% of the price (excluding any additional costs such as visitor's tax), the customer may withdraw from the contract free of charge within five days of receipt of the notification. In this case, the amount already paid will be refunded to the exclusion of further claims.

C.6. Handover of the contractual object and arrival

Information on arrival and handover are listed in the booking confirmation and/or are agreed between the service provider and the customer.

C.7. Obligations and duties of the customer for vacation apartments, vacation homes, hotels and group accommodations

The booked object may be occupied by no more than the number of persons listed on the booking confirmation. The conditions of use of the respective contractual object (in particular the regulations regarding pets, smoking or noise) stated in the service description, as well as the house rules are to be complied with.

If the customer violates the aforementioned conditions or if the customer (or any co-users) excessively and/or repeatedly disturbs uninvolved persons, the Service Provider may grant the customer a short grace period to remedy the situation that is in breach of the contract and, if the grace period expires without success, terminate the contract without notice. The amount paid shall not be refunded. Claims for damages on the part of the service provider remain reserved. Unless otherwise agreed, the contractual object shall be returned in a well-swept condition.

C.8. Liability

The customer shall be liable to the Service Provider for careful use of the contractual object. In particular, the customer shall also be liable for damage caused by other users. If damage occurs, the Service Provider may retain a reasonable amount of the deposit for the

purpose of remedying the damage. The liability of the customer shall not be limited to the amount of the deposit. The Service Provider shall provide the customer with a bill after the damage has been repaired.

If the booked third-party services cannot be provided due to unforeseeable or unavoidable events or force majeure (in particular natural events or official measures), the contract may be terminated by the Service Provider without compensation. Amounts paid shall be refunded in full. Further claims are excluded. Withdrawal on the part of the customer is only possible if the Service Provider is unable to provide a substitute service.

Any liability is excluded to the extent permitted by law. Information about factors independent of the contractual object, such as availability and opening hours of public facilities such as swimming pools and restaurants, as well as climatic conditions and availability of independent Service Providers are supplied without liability.

Grächen is responsible for the correct booking, whereby no liability is accepted for the Service Providers, their assistants, the sales agents used, wasted vacation time and/or frustration damage. Grächen excludes any liability to the extent permitted by law.

C.9. Complaints, complaint period and request for remedy

If the trip does not correspond to the contractual agreement or if the customer suffers damage, the customer is obligated to complain about this defect or damage to the Service Provider immediately, i.e. if possible on the same day, and to demand a remedy free of charge.

The Service Provider or Grächen (if the provider cannot be reached) on behalf of the Service Provider will endeavor to remedy the situation within a reasonable period of time. If no remedy is provided within a reasonable period of time or if the remedy is insufficient, the customer shall have the Service Provider or Grächen confirm in writing that the customer has given notice of the defect or reported the damage. Grächen or assistants of the Service Provider are not entitled to acknowledge claims etc. on behalf of the Service Provider.

Defects, refunds or claims for damages etc. against the Service Provider must be reported to the Service Provider in writing within one month of the contractual end of the trip. After expiry of the one-month period, the customer loses all claims against the Service Provider and Grächen, if legally permissible.

C.10. Ombudsman of the Swiss Travel Industry

Prior to a legal dispute, the ombudsman of the Swiss travel industry must be contacted. This ombudsman strives to find a fair and balanced solution for both parties in the event of disagreements between customers and Swiss travel companies. Contact: Ombudsman of the Swiss Travel Industry, P.O. Box, 8038 Zurich.

D. Gastronomy

D.1. Payments

D1.1. Seminars | Conferences | Banquets

Unless otherwise mentioned in the written confirmation (by mail or e-mail), a service for conferences, banquets and events is not binding until a deposit of 50% has been paid. The deposit is due upon confirmation. Unless otherwise agreed, the balance is due immediately after the service has been provided. The food service provider has the right to invoice or interim invoice its services at any time.

D1.2. Events

Unless advance payment or payment by credit card is obligatory at the time of booking, the amount is due on site immediately after the service has been provided.

D.2. Unused services

There will be no refund in case of non-use or partial use of booked/ordered services.

D.3. Unavailability

If for unforeseeable reasons a booked service is not available, a service as similar as possible will be offered.

D.4. Food and beverages brought by guests

In principle, guests are not permitted to prepare or consume food and beverages they brought in the establishments (incl. terraces) of Grächen. Exempt from this rule are the areas designated as picnic areas and the terrace of the Snööbar. In case of violation, CHF 50.00 per person per incident will be charged.

D.5. Cancellation fees

When calculating the cancellation fees, the date of receipt of the cancellation or re-booking is relevant. The cancellation fees are as follows:

- Up to 20 days prior to start of service: No charge.
- 19 days to 1 day prior to start of service: 50% of the price as per booking confirmation.
- On the day of the service as well as in the case of non-use without cancellation: 100 % of the price as per booking confirmation.

D.6. Booking withdrawal

Grächen reserves the right to declare a confirmation invalid and to withdraw from it without any cost consequences for both contracting parties in exceptional cases:

- unusability of the buildings or parts thereof due to force majeure
- closure or change of opening hours for economic, legal, epidemiological reasons or due to weather conditions
- non-achievement of an advertised minimum number of participants or minimum occupancy rate
- default of a required advance payment or security deposit.

D.7. Cleaning | Liability

The removal of excessive soiling or the repair of damage to the property of Grächen will be charged to the customer.

E. Final provisions

E.1. Severability clause

The total or partial invalidity or ineffectiveness of individual provisions of these GTC or the provisions of the contract on which they are based shall not affect the validity of the remaining provisions or parts of such provisions.

Invalid or ineffective provisions shall be replaced by provisions which correspond as closely as possible to their legal or economic meaning. The same procedure shall be followed if these GTC contain a loophole.

E.2. Applicable law and place of jurisdiction

Swiss law is exclusively applicable to all legal relations between the customer and Grächen as well as between the customer and the Service Provider.

The exclusive place of jurisdiction for disputes arising from or in connection with legal relations between the customer and Grächen is Visp, Switzerland.

E.3. Validity

These General Terms and Conditions are valid from 1 April 2023.