

General Conditions of Carriage standard version

between

the carrier
and
the customer

concerning

Transportation service under the Shuttler brand

Applicable to the following carriers:

-Caplazi Transport, Riehenstrasse 151, 4058 Basel as of June 8, 2023

This English version is created only for informational purposes, legally binding is the German version of the document.

As of June 8, 2023

1. Scope

1.1. The General Conditions of Carriage (hereinafter ABB) apply to journeys booked via Shuttler GmbH (hereinafter Shuttler) for the transport of people, luggage or goods (transport service).

2. Contractor

2.1. The contract of carriage arises between the carrier named in the booking process and the customer upon receipt of the booking confirmation by the customer.

3. Content of the contract

3.1. The subject matter of the contract of carriage between the customer and the carrier is the carriage of persons, luggage or goods from a point of departure to a point of arrival at a specific time according to the booking confirmation.

3.2. The transport is carried out using the carrier's means of transport, usually passenger cars. In individual cases, other means of transport can also be used.

4. Fulfillment

4.1. The contract of carriage is deemed to have been fulfilled when the booked passenger/baggage/goods are transported from the departure point specified in the booking confirmation to the specified arrival point at the specified departure time.

4.2. The contract of carriage is also deemed to have been fulfilled if the booked passenger/baggage/goods is transported from a departure point within a maximum radius of 1000m from the departure point confirmed in the booking confirmation to an arrival point within a maximum radius of 1000m from the point in the booking confirmation confirmed point of arrival.

- 4.3. The contract of carriage is also deemed to be fulfilled if the travel costs of an alternative means of transport of the carrier's choice are reimbursed from the same municipality of origin to the same municipality of destination within one month of the booked date of carriage. When calculating the travel costs of the alternative means of transport, the information provided by the customer in the booking process is decisive.
5. Provision of services by the carrier
 - 5.1. The carrier is responsible for the proper provision of services, in particular compliance with all legal provisions. There is no entitlement to a specific means of transport.
 - 5.2. The provision of services is subject to the Swiss legislation on professional passenger transport, insofar as it is professional passenger transport. The carrier can also use non-professional passenger transport within the scope of legal admissibility.
6. Representation by Shuttler
 - 6.1. The carrier can be represented by Shuttler when making bookings, cancellations, rebookings and other activities related to the transport.
7. Tickets
 - 7.1. Tickets are personal, non-transferable and only valid together with a travel document.
 - 7.2. The ticket must be available in electronic or printed form for the journey.
8. Cancellation
 - 8.1. The customer can cancel the booking up to 6 hours before the trip without giving a reason and in this case will be reimbursed the fare in the form of a voucher that can be used with Shuttler. The carrier may provide promotional tariffs that completely exclude the possibility of rebooking or cancellation. The processing of the cancellation request can take up to 24 hours.
 - 8.2. Rebookings usually take the form of cancellation and new bookings.
 - 8.3. The carrier may charge a reasonable fee not exceeding CHF 15 per transaction for the expenses incurred in connection with rebookings, cancellations, name changes and refunds.
9. Payment and fare
 - 9.1. A booking obliges to pay the fare immediately mentioned in the booking confirmation. For telephone bookings, the carrier may charge an additional fee not exceeding 15 francs per transaction.
 - 9.2. At Shuttler's discretion, the customer can be granted a payment deadline and notified in writing. Unless otherwise agreed, payment is due at the latest at the time of the journey. If the fare is not paid, the shuttler or the carrier refuses carriage.
 - 9.3. The carrier may charge a fee for reminders not exceeding 20 francs per reminder.
 - 9.4. Passengers found in the passenger compartment without a valid ticket must pay a flat-rate fare of CHF 100.
10. Carriage Restrictions
 - 10.1. The carrier may refuse to carry the customer or his baggage if one or more of the following conditions are met or, at the carrier's discretion, could be met:
 - 10.1.1. To comply with official restrictions or legislation, in particular if safe transport cannot be guaranteed.
 - 10.1.2. Materially affecting the health or well-being of other customers.

- 10.1.3. The mental or physical condition of the customer poses a danger to him or other travelers, especially if there is an obvious impairment from alcohol or drugs.
- 10.1.4. The customer did not pay the fare.
- 10.1.5. In the case of cross-border connections, if the customer does not have valid travel documents or may attempt to enter a country for which they do not have valid travel documents.
- 10.1.6. The customer has a ticket that was illegally obtained, stolen or counterfeit.
- 10.1.7. The customer in whose name the booking is made cannot identify themselves as that person.
- 10.1.8. The customer disregards the safety-related instructions of the carrier.
- 10.2. If the customer is excluded from carriage due to one or more of the aforementioned reasons, the fare will only be reimbursed if the customer is not responsible for the exclusion from carriage.

11. Children

- 11.1. Children under the age of 8 may only travel if accompanied by a person aged 16 or over.
- 11.2. Children between 15 kg weight and the age of 12 years resp. 150 cm tall are transported on booster seats that are carried by the carrier if a child restraint device is prescribed in the vehicle used by the carrier. The accompanying person is free to bring their own child restraint devices.
- 11.3. Children under 15 kg require special child seats. These must be brought by the accompanying person. Children under 15 kg who do not bring their own child seats cannot be transported.

12. Mobility restrictions

- 12.1. For safety reasons, unaccompanied children under the age of 8, disabled persons, pregnant persons, sick persons or persons requiring special care can only be transported if the carrier has given their prior consent, at least 24 hours before departure.
- 12.2. If transport of a customer with mobility restrictions is not possible for technical reasons, the customer is entitled to a refund of the fare and assistance in finding alternative transport options.

13. Animals

- 13.1. Dogs and other animals can only be carried if the carrier has given prior consent to the carriage.
- 13.2. Approval must be obtained no later than 24 hours before departure; the carrier may charge a fee of CHF 15 per animal.

14. Baggage

- 14.1. The carrier transports luggage in the luggage compartment free of charge. One piece of luggage with a maximum size of 50*30*80 cm and a maximum weight of 20 kg is included in the price.
- 14.2. The carrier may offer promotional fares with less or smaller baggage.
- 14.3. The carriage of additional pieces of luggage is subject to available capacities and cannot be guaranteed. It is strongly advised to notify Shuttle of the carriage of additional pieces of luggage up to 24 hours before departure. The carrier charges a fee of CHF 10 for each additional piece of luggage.

- 14.4. Hand luggage is limited to a maximum size of 42*30*18 cm and a maximum weight of 7 kg. The customer is responsible for ensuring that hand luggage does not endanger other passengers. As a rule, the customer must store the hand luggage in the passenger compartment and supervise it throughout the journey.
- 14.5. The carriage of special baggage that exceeds the dimensions specified in item 14.1. (musical instruments, skiing, surfing or golf equipment and bicycles) must in any case be approved by the carrier at least 24 hours before departure. Special pieces of luggage must not weigh more than 35 kg and have a maximum size of width + length + depth = 240 cm (with a maximum edge length of 190 cm) and must be loaded together with the driver. The carrier may charge a fee of CHF 15 per piece of special baggage.

15. Liability

- 15.1. In principle, the carrier is only liable in the event of intent or gross negligence for luggage damaged, lost or stolen during the journey. In any case, liability per customer is limited to CHF 200.
- 15.2. In cases of accidental death, accidental healing or accidental disability, the carrier's passenger insurance is liable for services not covered by statutory insurance up to a liability amount of at least CHF 60,000 in the event of disability and CHF 30,000 in the event of death.
- 15.3. Any further liability on the part of the carrier for property damage or personal injury is excluded.

16. Cancellation or delays

- 16.1. The carrier provides travel times in advance for the information of the passenger. The carrier may deviate from the published travel times.
- 16.2. If there is a deviation of more than 120 minutes from the travel times (departure or arrival time) previously published by the carrier (among others via Shuttler) or if this is to be expected with a high degree of probability, the customer can withdraw from the trip and is entitled to a full refund of the fare.
- 16.3. If the customer cannot be transported due to his fault or if she is not at the agreed stop at the specified travel time, there is no right to a refund of the fare.

17. Termination of the Contract of Carriage

- 17.1. The carrier can terminate the contract of carriage without giving reasons up to 14 days before the journey. In this case, the customer is entitled to a refund of the fare free of charge.
- 17.2. The carrier may terminate the contract of carriage at any time for good cause. If the cancellation is made later than 14 days before the start of the journey, the customer is entitled to a refund of the fare free of charge and compensation of 50% of the fare.
- 17.3. If the cancellation is made less than 6 hours before departure, the customer has the choice of a refund of the fare and compensation of 50% of the fare or comparable alternative transport.
- 17.4. The customer can terminate the contract of carriage up to 6 hours before departure at the latest without giving reasons. The carrier can limit the reimbursement of the fare to one voucher that can be used at Shuttler within one year. The carrier can deduct a fee of 10.- for the reimbursement.
- 17.5. The carrier can terminate the contract with the customer at any time, provided that it is guaranteed that the customer can conclude a contract of

carriage with another carrier offering his services via Shuttler, who offers equivalent carriage within the meaning of point 4 at the agreed travel times (+/- 60 minutes) can guarantee.

18. Customer Obligations

- 18.1. The customer must follow the instructions of the driver.
- 18.2. The customer is not permitted to smoke conventional or electronic cigarettes in the vehicle.
- 18.3. The customer is liable for any damage he causes to the vehicle. In the event of dirt caused by the customer negligently or intentionally, the carrier shall charge the customer a cleaning fee of at least CHF 150.
- 18.4. The customer must wear seat belts while driving, provided that the vehicle is equipped with them.
- 18.5. Drivers may prohibit the consumption of alcoholic beverages. It is not permitted to consume drugs in the vehicle.
- 18.6. The customer undertakes to use the Internet connection exclusively in accordance with the law and the contract.
- 18.7. The use of sockets is at your own risk. The carrier expressly points out that the use of the sockets is at your own risk. The carrier declines all liability for any damage caused by using the sockets.

19. data protection

- 19.1. The carrier undertakes to observe the Swiss data protection laws when handling customer data.
- 19.2. Customer data is used for the following purposes: maintaining and improving customer relationships, quality assurance, increasing operational security, in the interests of sales promotion, product design, crime prevention, epidemic containment, accident and crime investigation, statistics and invoicing.
- 19.3. The customer acknowledges that the carrier is entitled to pass on the data to the carrier to the extent that this is necessary for the provision of the specific service (contract of carriage including additional services and fees). In addition, the carrier does not pass on customer data to third parties without their consent. The legally required transfer of data, in particular to criminal prosecution authorities for crime investigations, remains reserved.

20. Transfers

- 20.1. If the customer books a transfer connection via Shuttler and their connections are not guaranteed, the customer is entitled to be transported with the next possible connection.
- 20.2. If a rebooking is not possible due to a missed connection and a deviation of the arrival time from the originally published travel times of at least 120 minutes is to be expected, the customer can withdraw from the trip and is entitled to a refund of the fare.

21. Applicable Law

- 21.1. Swiss law applies. With regard to the transport service, the provisions on the order (OR 394ff) apply. For disputes between the customer and the carrier, the place of jurisdiction is the carrier's registered office, unless the registered office is in Switzerland, Zurich. Should individual provisions of the Swiss legal system contradict these GTC at the time the contract is concluded, this does not affect the validity of the rest of the GTC.

- 21.2. For transport services that are carried out on the basis of a license or permit under the Swiss Passenger Transport Act, the relevant legal norms apply and, if mandatory, take precedence over these GTC. Should individual provisions of these GTC become ineffective or void as a result, this does not affect the validity of the rest of the GTC.
- 21.3. For transport services that are carried out on the basis of an approval in accordance with Regulation 1073/2009 of the European Parliament and Council, the relevant legal norms apply and, if mandatory, take precedence over these GTC. Should individual provisions of these GTC become ineffective or void as a result, this does not affect the validity of the rest of the GTC.