

General Terms and Conditions

Effective 08/2025

SKI INSTRUCTOR & SKI GUIDE

1. SCOPE

Unless expressly agreed otherwise, all legal transactions of Jan Alexander Kunert, MSc (hereinafter referred to as the “Ski Instructor”) are subject to these General Terms and Conditions. Other general terms and conditions, in particular those of the contracting party (hereinafter also referred to as the “Customer” or “Guest”), are expressly excluded, even if they appear in order confirmations, correspondence, etc. They shall also not apply if they are not expressly rejected in individual cases.

These General Terms and Conditions also apply to all future contractual relationships, even if no explicit reference is made in supplementary contracts, extensions and/or future agreements.

Deviations, amendments, supplements or the (partial) exclusion of these General Terms and Conditions must be in writing and signed by both parties in order to be valid. The same applies to waiving the written form requirement.

These General Terms and Conditions have been made known to the Guest. The Guest acknowledges having read, understood, and agreed to them. Furthermore, they are available at any time on the Ski Instructor’s website (peakx.at), where they can be stored and printed.

2. REGISTRATION / CONCLUSION OF CONTRACT / EXECUTION

Booking requests are made via the website, by e-mail, by phone, or directly with the Ski Instructor. The Ski Instructor is free to accept or reject requests.

The booking and thus the contract is concluded on the basis of the written booking confirmation by e-mail from the Ski Instructor. In the case of an agreed deposit, the contract only



PEAKX experiences

Jan Alexander Kunert, MSc

State-Certified Ski Instructor & State-Certified Ski Guide

Urgbach 1, 6500 Landeck, Tel.: +43 660 7404492

comes into effect once the deposit has been received by the Ski Instructor (suspensive condition).

The orderer is considered the contracting party in any case, even if they also order for other named persons. Multiple orderers, as well as persons joining or entering the contract later, are jointly and severally liable to the Ski Instructor.

The scope of services is evident from the program description as well as from the booking confirmation. The descriptions represent the planned course of the event. Changes may occur at any time due to external influences such as weather, snow conditions, avalanche risk, problems with transport (e.g. cable cars or road closures), hotel overbookings, etc. The Ski Instructor is entitled to adjust the program accordingly. This does not entitle the Guest to free cancellation or price reduction.

As far as possible, the Ski Instructor will conduct all tours and courses personally. In the event of illness, accident, unforeseen events, etc., the Ski Instructor is entitled to assign another qualified ski guide/instructor or mountain guide to fulfill the contractual services. This does not entitle the Guest to free cancellation or price reduction.

Certain events require minimum and maximum participant numbers. These can be requested at the time of booking/registration or are evident from the program descriptions. The Ski Instructor reserves the right to decide after registration closes whether an event takes place or has to be canceled. In case of cancellation, the participants will be informed. No claims of any kind may be asserted against the Ski Instructor as a result. With the agreement of all participants, the program may be adjusted (e.g. by reducing services or increasing fees). However, the Guest has no entitlement to such an adjustment.

The Guest has no entitlement to an extension of the Ski Instructor's services (e.g. event, course, etc.).

The Guest has no right of termination, cancellation, and/or withdrawal. Exceptions are only those provided for in these General Terms and Conditions (e.g. cancellation policies) or those mandatorily provided by law. For consumers, in particular, the withdrawal rights in § 3 of the Austrian Consumer Protection Act (KSchG) apply. If a booking is made by distance selling (telephone, fax, e-mail, internet), the customer, as a consumer within the meaning of the

PEAKX experiences – Jan Alexander Kunert – State-Certified Ski Instructor & State-Certified Ski Guide – Urgbach 1, 6500 Landeck, Tel. +43 660 7404492, E-Mail: hello@peakx.at, Web: www.peakx.at

Sparkasse Imst AG – IBAN: AT58 2050 2000 0228 3455 - BIC: SPIMAT21XXX

KSchG, has a statutory right of withdrawal within 14 days pursuant to the Austrian Distance and Off-Premises Transactions Act (FAGG). If the Customer requests that the contracted services begin before the withdrawal period expires, the Ski Instructor is thereby authorized to commence work and services immediately. The Customer is aware that by doing so they lose their right of withdrawal under the FAGG and that all contractual provisions become immediately legally binding upon acceptance.

3. PRICES / PAYMENT

The prices stated in the booking confirmation apply. Any costs for money transactions (e.g. transfer fees, bank charges, etc.) shall be borne by the Customer. For credit and debit cards, the conditions of the respective card companies apply.

For day programs, the Ski Instructor's expenses are included in the price unless otherwise individually agreed. For multi-day tours, these expenses (travel costs, accommodation with half board, lift or taxi costs, etc.) are borne by the Guest. Exceptions are specified in the tour description.

Prices listed in catalogues, brochures, price lists, on the homepage, etc. are always non-binding unless explicitly stated otherwise. The same applies to prices for follow-up orders, additional services, etc.

The Ski Instructor reserves the right to adjust the contract in the case of obvious and comprehensible calculation errors.

The Ski Instructor may request advance, partial, or down payments without providing reasons. Until such payments are made and/or securities are provided, the Ski Instructor is released from the obligation to provide (further) services.

For day programs, no deposit is usually required. Day programs must be paid in cash only. For multi-day tours with overnight stay, a deposit of 20% of the total fee is required upon registration. The remaining amount must be credited to the Ski Instructor's account no later than 14 days before the start of the tour or service, otherwise the Ski Instructor is entitled to withdraw from the contract. The Guest receives an invoice after registration, stating the payment terms and invoice amount.

For rebookings initiated by the participant, the Ski Instructor expressly reserves the right to charge a processing fee of €50.

The Ski Instructor is entitled to send invoices in electronic form. The Guest expressly agrees to receive invoices in electronic form. The Customer must ensure that electronic transmission of invoices by e-mail to the address provided is possible and that technical facilities such as filters, firewalls, etc. are adapted accordingly. Automated electronic replies (e.g. out-of-office messages) are not taken into account and do not prevent valid delivery.

Unless otherwise agreed, invoices are due within 7 days of receipt, but at the latest at the start of the services, without deductions or charges. Compliance with the payment deadline is a material condition of the contract. Upon expiry of the payment deadline, the Customer is in default without the need for a reminder.

In case of default, business customers owe default interest of 9.2% p.a. above the base interest rate of the Austrian National Bank (§ 456 UGB), while consumers owe default interest of 4% p.a. In addition, the Ski Instructor must be reimbursed for reminder fees (5% of the outstanding amount, minimum €20) and necessary costs associated with legal enforcement. Further claims for damages remain reserved. In case of default, even partial default, any discounts, rebates, or allowances are forfeited in full.

The Ski Instructor is entitled in case of default to declare all outstanding claims from ongoing business relations with the Customer due immediately. If installment payments were agreed, all outstanding amounts become due immediately upon default.

Payments are applied first to reminder/collection costs, then to interest, and finally to the oldest debt, regardless of the Customer's allocation.

The Ski Instructor is not obliged to accept foreign currencies. If foreign currencies are accepted, the Customer bears all related costs, such as fees, charges, etc.

The Customer is not entitled to withhold payments for any reason or to offset counterclaims unless such counterclaims are expressly acknowledged by the Ski Instructor or legally established.

The Customer is not entitled to assign claims and rights from the contract without the Ski Instructor's express written consent.

If no justified written objection is raised against an invoice within two months of receipt, the invoice is deemed accepted.

4. WITHDRAWAL AND CANCELLATION

The Customer is entitled, regardless of the reason, to unilaterally withdraw from the contract and thereby cancel the booking. In such cases, the Ski Instructor is entitled to charge the Customer the following cancellation fees:

- Cancellation up to the 30th day before the start of the event: €150.00
- Cancellation between the 29th and 15th day before the start of the event: 50% of the total fee (minimum €200.00)
- Cancellation between the 14th and 1st day before the start of the event: 100% of the total fee (minimum €250.00)
- No-show without notice, late arrival, or early departure: 100% of the total fee (minimum €250.00)

If the Ski Instructor is entitled to 100% of the agreed total fee, deductions will be made for what he saved due to the non-use of services or gained from other assignments. The burden of proof for such savings lies with the Customer.

If, at the time of withdrawal, costs have already been incurred that exceed the deposit or cancellation fee, these costs will be charged to the Guest.

Any further claims (e.g. penalties, damages, etc.) remain unaffected and are additionally owed to the Ski Instructor.

To cover possible cancellation costs, the Customer is recommended to take out suitable travel cancellation insurance.

The Ski Instructor is entitled, without giving reasons, to withdraw from the contract and cancel the booking unilaterally up to the 30th day before the start of the event. In such cases, the Customer is not entitled to any claims whatsoever against the Ski Instructor.

The Ski Instructor also has the right to terminate the contract at any time for good cause, without notice or deadlines (withdrawal / termination). Good cause includes, in particular, if the Customer breaches material contractual obligations, is in payment default (including with partial, advance, or down payments), fails to provide requested payments, insolvency proceedings are opened against the Customer's assets or rejected for lack of funds, fails to provide necessary cooperation, if the event cannot take place due to legal or official prohibitions, if safety cannot be guaranteed, if the Customer repeatedly violates the Ski Instructor's instructions, endangers the orderly conduct of business, minimum participant numbers are not reached, or if the Customer behaves recklessly, offensively, or improperly toward other guests or the Ski Instructor. Infectious diseases, need of care, or force majeure (e.g. weather, strike, war, epidemic, pandemic, natural disasters, etc.) also constitute good cause.

If public regulations exist that make the planned event impossible, uneconomical, or significantly more difficult (e.g. epidemics, pandemics), the Ski Instructor reserves the right to withdraw from the contract or amend the booking/event. Customers will be informed as soon as possible. No claims for expenses or damages of any kind may be derived against the Ski Instructor from this.

Generally, Customers are not entitled to assert claims, especially for damages, against the Ski Instructor in the event of withdrawal or termination by the Ski Instructor.

If the withdrawal is attributable to the Customer's sphere of responsibility, the Ski Instructor is entitled to demand at least the cancellation fee for no-show. The assertion of further claims, particularly damages, remains expressly reserved.

5. LACK OF REQUIREMENTS

Anyone who is physically fit and able to meet the requirements may participate in the offered programs. This will be clarified and discussed in advance as far as possible. If a participant does not meet the requirements and conditions, the Ski Instructor is entitled, in the interest of general safety and the participant's own safety, to exclude them from the event. In this case, the Ski Instructor is entitled to demand payment equal to the cancellation fee for no-show.

6. SERVICE DISRUPTIONS

All events that lead to service disruptions and are not within the Ski Instructor's sphere of responsibility shall be attributed to the Customer's sphere of responsibility. The Ski Instructor's responsibility is limited to circumstances that are directly related to his service provision and are under his control.

If disruptions occur that are attributable to the Customer, an adjustment of the fee must be made. In such cases, the Ski Instructor is entitled to claim compensation, particularly for unused capacities, unperformed work, lost profits, etc.

Any additional costs arising from necessary rescheduling will be charged to the Guest; any reduced costs will be refunded.

The Ski Instructor's obligation to perform services is suspended as long as the Customer is in default with any due payment, including from other obligations towards the Ski Instructor.

In the event of subsequent impossibility, the Ski Instructor has the right to withdraw from the contract.

7. WARRANTY / LIABILITY

The Customer is liable to the Ski Instructor, regardless of fault, for any damage they cause.

Warranty and compensation claims of the Customer against the Ski Instructor are, subject to mandatory statutory provisions, limited in all cases to the invoice value.

The Customer must provide proof that any damage was caused by fault of the Ski Instructor.

If and to the extent that the Customer can claim insurance benefits for damages for which the Ski Instructor is liable, the Customer is obliged to claim these insurance benefits primarily.

The Ski Instructor's instructions must be followed strictly and without exception. Despite careful planning and diligence, accidents and damages cannot be entirely excluded. Any activity in the mountains involves risk. A high degree of caution, prudence, and personal responsibility is required from every participant. By registering/booking, the Guest expressly confirms their responsible conduct and accepts the risks associated with the booking.

The Ski Instructor is only liable for damages – unless mandatory legal provisions state otherwise – in cases of intent or gross negligence. Liability for slight negligence is excluded. For business customers, liability for gross negligence is also excluded.

The Ski Instructor excludes all liability for the conduct of third parties, such as external organizers, other guests, cable car employees, etc.

In the case of **heliskiing at Arlberg**, the flight is operated by Wucher Helicopter GmbH. All damages related to the helicopter are the responsibility of Wucher Helicopter GmbH, particularly take-off and landing, boarding and disembarking, and the flight itself.

Further compensation claims, in particular for indirect damages, consequential damages, financial losses of third parties, or lost profits, are expressly excluded unless mandatory statutory reasons oppose this.

All liability exclusions also apply to claims against employees, representatives, and agents of the Ski Instructor for damages they cause to the Customer.

The limitation period for asserting warranty and/or compensation claims by the Customer is six months in each case. For warranty claims, this period begins with the provision of the service or partial service; for compensation claims, from the knowledge of damage and injuring party. In any case, compensation claims are absolutely barred one year after the damaging event.

8. INSURANCE

It is expressly pointed out that Guests/Customers are not insured by the Ski Instructor. Guests are therefore strongly recommended to ensure they have sufficient insurance coverage themselves, particularly accident insurance (e.g. for rescue, accident costs, etc.). A travel insurance covering cancellation, delayed arrival, or early departure is also recommended.

If third parties (e.g. agents, hotel operators, etc.) handle the conclusion of insurance, it must be ensured that the costs of ski instructors and ski guides are also included in the insurance.

Alternatively, there is the option of becoming a supporting member of the Tyrolean Mountain Rescue Service. With the relatively small contribution, rescue cost insurance valid worldwide is included (<https://bergrettung.tirol/bergungskostenversicherung>).

9. RENTAL EQUIPMENT

The Ski Instructor provides the Guest free of charge with avalanche emergency equipment (avalanche transceiver, shovel, and probe) for the duration of the event or services.

Loss or damage to rental material/equipment must be fully reimbursed by the Guest, regardless of fault.

The Ski Instructor cannot be held liable for damages resulting from undetectable defects in the rental material/equipment. Otherwise, the liability provisions in Section 7 of these General Terms and Conditions apply.

10. USE OF DATA / CONFIDENTIALITY / COPYRIGHT

The Ski Instructor is entitled to process personal data of the Customer and participants – such as first name(s), surname, gender, academic title, date and place of birth, company, business name, company or commercial register number, address, billing address, identification documents, nationality, occupation/industry, telephone number, fax number, and e-mail address – within the limits of data protection laws and for the purposes of fulfilling the contractual relationship. The Customer guarantees that all necessary measures required by data protection law (e.g. GDPR, Austrian DSG, etc.), such as obtaining consent from the data subjects, have been taken.

The Customer is expressly informed that the World Wide Web is accessible to everyone and misuse cannot be excluded, meaning unauthorized access by third parties to data and information cannot be ruled out. The Customer cannot derive any compensation or warranty claims against the Ski Instructor for such risks or their (negative) consequences.

The Customer grants explicit, irrevocable consent for the Ski Instructor to use, exploit, and publish copies, images, photos, videos, etc. of the Customer and events, in particular for marketing purposes (e.g. as references).

All individual services of the Ski Instructor (e.g. event documents, images, presentations, printed materials, etc.), as well as the services offered and other know-how, remain the (intellectual) property of the Ski Instructor and are protected by copyright. Any use or processing, in particular distribution, reproduction, publication, or making available to third parties (including partial copies), requires the Ski Instructor's express written consent.

11. CHOICE OF LAW / JURISDICTION AGREEMENT

For disputes arising from the contractual relationship, the court with jurisdiction over A-6500 Landeck shall have exclusive jurisdiction. The Ski Instructor also has the right to bring an action at the general place of jurisdiction of the Customer.

The contract is governed exclusively by Austrian law – even in the case of orders/bookings from or abroad – to the exclusion of conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

PEAKX experiences – Jan Alexander Kunert – State-Certified Ski Instructor & State-Certified Ski Guide – Urgbach 1, 6500 Landeck, Tel. +43 660 7404492, E-Mail: hello@peakx.at, Web: www.peakx.at

Sparkasse Imst AG – IBAN: AT58 2050 2000 0228 3455 - **BIC:** SPIMAT21XXX

12. FINAL PROVISIONS

The place of performance for all services provided by the Ski Instructor as well as for those of the Customer is A-6500 Landeck, unless another place of performance has been expressly agreed in writing.

The Customer is responsible for obtaining all required travel documents of any kind. The Customer and/or travelers are themselves responsible for complying with travel regulations and any health requirements.

The Customer is obliged to immediately notify the Ski Instructor in writing of any changes to name, delivery address, billing address, or e-mail address. Otherwise, delivery to the last notified address is deemed valid.

Compliance with the agreed written form requirement is also satisfied by electronic transmission (e.g. e-mail) or fax.

The Customer undertakes to transfer all rights and obligations from this contract to any legal successors.

The Customer waives the right to contest the contract – for any legal reason – in particular due to mistake, frustration of purpose, or reduction by more than half, as well as to raise objections based on such grounds.

For contracts with consumers within the meaning of the Austrian Consumer Protection Act (KSchG), the above provisions apply only insofar as mandatory statutory provisions do not stipulate otherwise.

If individual provisions of these General Terms and Conditions are invalid in whole or in part, the validity of the remaining provisions shall not be affected. The parties undertake to replace the invalid provision with one that comes as close as possible to the intended economic purpose. The same applies to any contractual gaps.