



General Terms and Conditions


General Terms and conditions (GTC) for Zürichsee-Schiffahrtsgesellschaft AG (consecutively called Zürichsee-Schiffahrtsgesellschaft), legitimate operator of the e-guma® Voucher Management System of the firm Idea Creation GmbH

1. General

All deliveries and services of Zürichsee-Schiffahrtsgesellschaft, and the therewith associated online orders over the internet and other online services are subject to these General Terms and Conditions (GTC). Deflecting and/or complementing agreements need explicit affirmation of the executive board of Zürichsee-Schiffahrtsgesellschaft and have to be made in writing; the same shall apply to any waiver of this written-form requirement.

2. Vouchers

The online-vouchers are transferred from Zürichsee-Schiffahrtsgesellschaft to the purchasers with an forgery-safe security code. As the purchaser is able to print the voucher himself, several prints are possible, but only one thereof is valid and redeemable. The first voucher with the correct code that is redeemed with an e-guma System is considered the original and has to be immediately validated by Zürichsee-Schiffahrtsgesellschaft. If further vouchers with the same code emerge, it is considered a case of abuse which will result in legal consequences. If a person tries to redeem multiple vouchers with the same code, there will be no entitlement to performance and/or delivery, neither will there be entitlement to compensation on the part of Zürichsee-Schiffahrtsgesellschaft, even if the person redeeming the first voucher is not its legitimate owner. In fact, if someone gives out a voucher with intention to defraud, he or she will be immediately prosecuted for forgery. Generally, the e-guma-Vouchers are valid 2 years. (The period of validity is printed on the voucher). After this period, Zürichsee-Schiffahrtsgesellschaft is no longer bound to accept the voucher. Lost vouchers will neither be replaced nor will cash refunds be made for vouchers. If the value of the voucher is higher than the cost of the consumed service, Zürichsee-Schiffahrtsgesellschaft agrees to grant further services for the full remaining value. In this case there is no right for a cash payment of the remaining value of the voucher. Since a voucher can be given away, Zürichsee-Schiffahrtsgesellschaft is not required to validate if the redeeming person is its legitimate owner. The only things verified at the redemption are if the e-guma-Voucher-Number is actually enabled in the system and whether the according voucher really has been paid for. Zürichsee-Schiffahrtsgesellschaft is not



obliged to accept vouchers that have not been paid for. For operative reasons, the services connected to the voucher can only be supplied by Zürichsee-Schiffahrtsgesellschaft if a correct and timely reservation has been made. This is especially true for vouchers for overnight stays and vouchers for groups. According to circumstances, the service of Zürichsee-Schiffahrtsgesellschaft can slightly differ from the description on the voucher, however, this must not result in a decrease in value for the purchaser. If, for any reason, Zürichsee-Schiffahrtsgesellschaft closes down, the e-guma-Vouchers expire without a right for compensation. The same shall apply if the owner of Zürichsee-Schiffahrtsgesellschaft changes. In this case, Zürichsee-Schiffahrtsgesellschaft is not obliged to indemnify potential losses.

3. Delivery

Zürichsee-Schiffahrtsgesellschaft has to meet the specified delivery date as far as possible. If this date is exceeded by more than six weeks, the purchaser is entitled to set an additional respite in writing, with the remark that he or she will not accept the object of purchase (in this case e-guma-Vouchers) after the new deadline. The new deadline has to be set at the earliest one month after the date of writing. If during this period no agreement about a new delivery date is achieved, the purchaser is entitled to resign from the contract by declaring the cancellation in written form. The purchaser has no right to compensation due to delay or impossibility of a delivery. The same shall apply for claims concerning missing profits or other indirect damage. Further claims of the purchaser – especially to deliveries – are barred. Risk and expense devolves to the purchaser as soon as the object of purchase (in this case e-guma-Vouchers) has been handed over to the carrying business. The same shall apply if Zürichsee-Schiffahrtsgesellschaft has paid for the transport expenses. Complaints concerning damage in transit have to be addressed to the carrying business within the prescribed time limit. For consignments done by the purchaser, he or she bears the complete risk, particularly the transportation risk, until the goods arrive at Zürichsee-Schiffahrtsgesellschaft.

4. Payment

Invoices of Zürichsee-Schiffahrtsgesellschaft have to be paid immediately and without any discount. As from the 30th.-day after the date of invoice Zürichsee-Schiffahrtsgesellschaft is entitled to account interest for delay in the amount of 5 %, unless they can prove the need for higher delay of interest or the purchaser can prove a lesser charge for Zürichsee-Schiffahrtsgesellschaft. Checks will only be accepted on account of payment. Possible expenses will be charged to the debit of the purchaser. An offset is only valid with undisputed or judicially established claims. The purchaser can only exercise the right of retention if it is based on the same law of contract.



5. Right of withdrawal

For vouchers that have been paid and printed online, there is no right of withdrawal. Vouchers that have been bought on account can be revoked within 24 hours and have to be sent back to the exhibiting company within three days (from the date of issue).

6. Deficiency

Complaints concerning extent of delivery, material defects, misdeliveries and quantity deviation have to be alleged in writing immediately, at the latest one week after receipt of the product (in this case e-guma-Vouchers). If the complaints are justifiable, Zürichsee-Schiffahrtsgesellschaft will emend the deficient delivery free of charge and, with reservations of exclusion at buyers option, replace the vouchers, take them back or grant allowance for them. If, in the case of a replacement, the second compensation delivery is deficient as well, the purchaser has the right to conversion or abatement.

7. Customer data

Zürichsee-Schiffahrtsgesellschaft is entitled to collect, save and process personal data of the purchaser, as for the business appropriate. This considering the appropriate duty of care concerning the sensitive handling of customer data.

8. Concluding terms

The ineffectiveness of several items of this General Terms and Conditions (GTC) is not tangent to the effectiveness of any other items. An ineffective regulation will be replaced with an new regulation which comes as close as possible to the economic impact of the ineffective regulation. Place of fulfillment and place of jurisdiction for contracts, including this General Terms and Conditions (GTC), is Zürich, Switzerland.

Stand 08. Februar 2024