Conditions of carriage from

ALPEN-SYLT Nachtexpress

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PART A – Conditions of carriage

1. Scope of application; preliminary remarks

The conditions of carriage for the use of the Alpen-Sylt Nachtexpress ("NEX") of RDC AUTOZUG Sylt GmbH ("AUTOZUG Sylt") apply to the carriage of passengers as well as the carriage of pets, bicycles, hand luggage and bulky luggage.

If and to the extent that these Conditions of Carriage are the subject of an approval pursuant to Section 12 of the AEG, such approval shall relate only to domestic traffic in Germany.

2. Subject and conclusion of the contract of carriage

2.1 Prerequisite for the promotion

The prerequisite for carriage is the prior conclusion of a contract of carriage. In it, the passenger accepts the conditions and prices of the NEX tariff. Unless otherwise stipulated, the purchase of a ticket is equivalent to the conclusion of a contract of carriage. Through the contract of carriage, AUTOZUG Sylt undertakes to transport passengers as the contractual carrier. The content of the contract with the day of travel, but with the exception of the minute travel times, is thereby documented in the tickets issued by the carrier and, if the carriage and compartment number have not yet been determined, booking confirmations (transport documents). The contract of carriage is personal and non-transferable.

The indication of name, address, telephone number, e-mail address of the traveler as well as the number of accompanying persons and pets is required. The personal data will be processed in accordance with the statutory provisions. This data may be passed on to our payment service provider for the purpose of credit assessment and payment processing. With the booking confirmation and the ticket, the traveler will immediately receive information on data protection in accordance with Art. 13 GDPR (including the person responsible, duration of storage, rights of data subjects, supervisory authority). During the booking process, in the case of online booking, all data is protected by an encrypted online connection (https) between the traveler's device and the connected server. Due to the technical characteristics of the Internet, it is not possible to guarantee the availability of all booking modules at all times. If the carriage and compartment number have not yet been determined, a booking confirmation will first be handed over or sent. The ticket will be sent at the latest one day before departure. The travel times can still change within minutes between the date of purchase and the day before departure.

2.2 Person operated sale

In case of booking in a person-operated sales point (travel agencies and other sales agencies), the contract is concluded in the sales point. The ticket is handed over at the point of sale, if necessary only after payment of the deposit or full payment for the booked services. If the carriage and compartment number have not yet been determined, a booking confirmation will be handed over first. The ticket will be sent by e-mail at least one day before departure. The travel times can still change within minutes between the date of purchase and the day before departure.

2.3 Online booking

In the case of online booking or booking via customer service by phone, the contract is concluded with a click on the button "binding booking" or with a corresponding declaration by the traveler on the phone. In these cases, payment is due immediately and in full, a deposit is not possible. Payment

is possible by credit card (Visa, Mastercard and American Express), Sofort-Überweisung, Giropay, Apple Pay and Google Pay. The transport documents will be sent to the travelers by e-mail as soon as the payment has been made.

2.4 Transport documents

The transport documents will only be handed over to the passenger after full payment of the fare and must be presented at any time upon request by the staff of AUTOZUG Sylt. The period of validity of the transportation documents is determined by the reservation dates indicated on the documents. The reservations are only valid on the designated travel day for the booked train.

The passenger undertakes not to alter or resell the transport documents. Altered or resold tickets do not entitle the passenger to travel by train. When concluding a contract with travel agents, etc., a right to resell may be agreed in a dedicated manner.

The transport documents, on which the reservation details - travel dates, booked extra services - are noted in each case, must either be printed out or stored on a mobile device (smartphone, tablet computer, etc.) in such a way that they can be presented at the ticket inspection on or in the train.

2.5 Duty of the traveler

The passenger is obligated to truthfully and correctly provide the personal data required for booking a trip with the NEX and the number of persons traveling with them. If this information is incorrect, AUTOZUG Sylt may refuse to carry passengers and in this case the passenger may not assert any claims for reimbursement or damages. After receipt of the documents, the passenger must check the transport documents for their correctness. The passenger will be informed about the probable travel times during the booking process or printed on the transport documents. Due to possible changes in travel times at short notice in the range of minutes of up to one hour at the most, the passenger is requested to provide contact details when booking, via which he/she can be reached until the respective departure or can receive current transport documents with carriage sequence and travel times from AUTOZUG Sylt - generally this is the e-mail address.

Persons who pose a threat to the safety and order of the operation or to the safety of fellow passengers, or who do not follow the instructions of the railroad staff, may be excluded from carriage. They have no right to reimbursement of the ticket price.

Additional requirement for transportation of passengers in the NEX includes the observance of 3G rule: All persons older than 12 years must be vaccinated, recovered, or tested (a negative PCR or a negative rapid antigen test no more than 48 hours old). Passengers will need to present the verification at the check-in in the train. AUTOZUG Sylt may refuse to carry passengers with no (valid) verification and in this case the passenger may not assert any claims for reimbursement or damages.

When tickets are checked by the staff on the train, the personal data are checked on the basis of the transport documents to be presented by the passenger and an official photo ID. In case of misuse, the passenger is transported without valid transport documents. In this case, the passenger will be charged an increased fare (in the amount of double the fare, for the respective date of travel, but not less than 60.00 €). In addition, abuse will be brought to criminal charges and the passenger will be blocked for further bookings.

3. Services

3.1 Transportation of persons

AUTOZUG Sylt transports passengers. The transport is carried out only within the limits of available seats. AUTOZUG Sylt reserves seats for passengers in seating, couchette and sleeping cars in the NEX. Trains with different types of occupancy, e.g. in the context of possible cooperation trains, will be specially indicated. In seating and couchette cars, both single seat bookings and compartment bookings are offered.

For single occupancy reservations in the couchette car, the compartment occupancy is up to 6 persons traveling independently. In the case of compartment bookings for sole use, the compartment can be occupied by up to 5 persons traveling with the passenger. Excluded are the wheelchair accessible couchette compartments, which are only occupied by up to 2 persons. In sleeping cars, only compartment bookings are offered. A sleeping car compartment can be occupied by up to 2, 3 or 4 persons, depending on the design of the sleeping car. Smoking is not permitted throughout the NEX.

3.2 Transportation of children

Children are defined as persons up to and including 14 years of age. Children may travel in the NEX only when accompanied by an adult.

3.3 Transportation of pets

Live pets up to the size of a large dog, which are not dangerous and can be accommodated in the compartment, can be taken on the NEX for sole use only if a compartment is occupied. In this case, two animals are allowed per compartment booking. For the increased cleaning effort, a charge will be made per route and per animal in accordance with Appendix 1 Prices. With the exception of guide dogs and assistance dogs for the blind within the meaning of Section 228 (6) No. 2 of the German Social Code IX, dogs must wear a muzzle outside the booked compartment. All but the aforementioned animals, as well as animals with contagious diseases, are excluded from carriage. For hygienic reasons, animals are not allowed to use the bed, couchette and seating areas. Animals are not allowed in carriages with catering facilities, with the exception of guide dogs and assistance dogs for the blind.

3.4 Baggage transportation

The passenger is responsible for compliance with customs and administrative regulations and obligations of his carried luggage. Excluded from carriage as hand luggage or carry-on luggage are items and substances that are likely to disturb or injure fellow passengers or damage the carriage. In particular, dangerous substances and objects, firearms, explosive and flammable substances and objects, flammable, toxic, radioactive, corrosive and infectious substances as well as other dangerous goods in accordance with the Law on the Transport of Dangerous Goods (GGBefG) and the related Dangerous Goods Ordinance for Road, Rail and Inland Navigation (GGVSEB), as well as substances and objects whose transport is prohibited by other legal regulations, are excluded from carriage. However, under the exemption provisions of the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID), matches, lighters, aerosol cans with non-hazardous contents, electronic recording and playing devices, cell phones and portable computers are permitted for personal use. If there is a reasonable suspicion that the passenger is carrying substances or objects excluded from carriage, he or she is obliged to immediately allow the transport company to examine the object or substance in question and, if necessary, to prove that it is harmless. Passengers who fail to comply with this obligation or who are carrying substances or objects that are recognizably excluded may be excluded from carriage or onward carriage without entitlement to reimbursement. Luggage may be taken into compartments during carriage on the NEX.

Bulky luggage that cannot be carried in the passenger's compartment due to its dimensions (e.g. kiteboard, surfboard, SUP/ISUP, foldable canoes) must be specified when booking. AUTOZUG Sylt will transport the bulky luggage in a separate carriage. For the increased effort, a fee will be charged per route according to Appendix 1 Prices.

AUTOZUG Sylt reserves spaces on the NEX for a maximum of 32 bicycles (including e-bikes) per train in a separate carriage. For the increased effort, a fee per bicycle will be charged according to Appendix 1.

4. Transport charge

The transportation charge is levied in the form of a distance-independent global price and differentiates between the transportation charge for individual passengers and the booking of compartments.

4.1 Normal price

The standard fare is the transportation charge for a connection depending on the selected wagon category and the current daily capacity utilization and is based on Appendix 1 Prices.

4.2 Discount for children

Children are defined as persons up to and including 14 years of age. Children may travel in the NEX only when accompanied by an adult.

Children up to and including 3 years of age travel free of charge on the NEX if they do not have their own seat or couch.

For children up to and including 14 years, half normal price is charged.

No further discount will be granted for compartment bookings.

4.3 Reduction for persons accompanying disabled people

A necessary accompanying person (characteristic sign B), as evidenced in the disabled person's ID card, is transported free of charge in the couchette or sleeper car on the NEX. Guide dogs and assistance dogs for the blind are carried free of charge.

No further discount will be granted for compartment bookings.

4.4 Special price offers

"Special Price Offers" and their deviating conditions are listed in Annex 1. Rebooking and cancellation fees remain unaffected.

5. Reservation, timetable

5.1 Reservation obligation; pre-booking period; booking deadline

Reservations are mandatory for the NEX. In principle, reservations are possible until the departure of the train. In this case, the special obligations in handling the transport documents according to No. 2. are to be observed by the passenger.

5.2 Announcement of the timetable

The final, binding schedule will be announced at least one day before the departure of the NEX.

Due to short-term changes in the operating schedule, there may be deviations in the journey times in the range of minutes, about which AUTOZUG Sylt informs the passengers under the e-mail address deposited with the booking. In the case of transport documents, the travel times stated there are provisional and correspond to the status at the time the tickets are issued.

6. Rebooking and cancellation by the traveler

6.1 Rebooking conditions

Rebookings can be made up to 2 days before the booked departure date if seats are available for the alternative travel date. For a rebooking, a processing fee of 50 euros plus any difference to a more expensive travel day will be charged. Changes that reduce the original booked service (e.g. cancellation of compartments) as well as non-commencement of the trip or withdrawal are considered (partial) cancellations..

6.2 Exclusion rebookings

The rebooking of an already existing booking at the normal price into a booking of "Special Price Offers" is excluded.

6.3 Cancellation

The passenger is entitled to cancel the contract of carriage at any time until the start of the journey. The cancellation notice must be addressed to AUTOZUG Sylt (customer service) or the authorized sales office and must be made at least in text form. In the event of cancellation, reasonable compensation for the arrangements made and expenses incurred will be demanded.

Decisive for the calculation of the cancellation fee is the date of receipt of the written notice of cancellation.

In the case of two or more journeys (e.g. outward and return journey), the day of the respective booked start of the journey is decisive for the calculation of the period. If the traveler cancels after the booking has been made up to a period of

(i) 60 days before the booked start of the journey, he owes 10%.

(ii) 59 to 15 days before the booked start of the journey he owes 30%.

of the agreed transportation fee. From 14 days before the respective travel date, 100% of the agreed transportation fee is due. The fare will only be refunded in full if the passenger is unable to travel for reasons for which AUTOZUG Sylt is responsible.

For the cancellation or rebooking of tickets for "Special Price Offers", the deviating conditions specified in the respective appendix apply.

7. Cancellation / Withdrawal by AUTOZUG Sylt

AUTOZUG Sylt may withdraw from the contract of carriage before the start of the journey for good cause. An important reason exists in particular if any (remaining) payment by the passenger is not made to AUTOZUG Sylt before the start of the journey at the latest.

If and insofar as the scope of application of Regulation (EC) 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations is not affected, deviations, changes or cancellations of individual travel services and obligations from the agreed content of the transport contract that become necessary after conclusion of the contract for reasons for which

AUTOZUG Sylt is not responsible are possible up to the point of departure (e.g. changes of travel times, change of accommodation in the train due to vehicle breakdown, change of departure or destination due to construction sites communicated at short notice or impassability of the route, strike, natural disasters, official measures, or similar).

Likewise, AUTOZUG Sylt may withdraw from the contract of carriage up to 30 days before the day of the journey if the booking volume for a NEX is so low or to be expected that the performance of the train journey is associated with unreasonable costs for AUTOZUG Sylt.

In the event of a significant change to an essential transport service or obligation, the passenger is entitled to withdraw from the contract free of charge. The passenger must assert these rights immediately after being informed by AUTOZUG Sylt. Both in the event of a significant change to an essential transport service or obligation and withdrawal by AUTOZUG Sylt from the transport contract, the passenger will be reimbursed for the travel price already paid for the cancelled service; there is no further entitlement to reimbursement or compensation.

8. Liability of the traveler

8.1 Compliance with obligations

The passenger is obliged to comply with the obligations set forth in the Conditions of Carriage.

8.2 Liability reasons

The passenger shall be liable to the carrier for any loss or damage caused by his failure to comply with these obligations, unless he proves that the loss or damage was caused by circumstances which he could not avoid and the consequences of which he was unable to prevent, despite exercising the care required of a diligent passenger. This provision shall not affect the carrier's liability in accordance with Articles 26 and 33, paragraph 1 of CIV as amended by Annex I to Regulation (EC) 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations.

8.3 Limitation

The provisions of Article 60 of CIV as amended by Annex I to Regulation (EC) 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations shall apply to the limitation of claims arising from the transport contract.

9. Liability towards travelers

The liability of AUTOZUG Sylt towards passengers for train cancellations and delays is governed by Art. 15 et seq. of Regulation (EC) 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations.

10. Complaints and claims handling

A passenger rights form is available to the passenger for asserting the claim for compensation under No. 9, either

(i) depending on availability, on the delayed train or at the destination station.

(ii) on www.nachtexpress.de to express

If possible, the claim for compensation should be submitted to Customer Service (see contact from No. 13) or online at www.nachtexpress.de/fahrgastrechte/, enclosing the completed Passenger Rights Form and the last ticket issued. This does not preclude other means of assertion. Travelers can also

find more information on the subject of passenger rights at www.fahrgastrechte.info. There, travelers can also read the current regulations on the subject of reimbursement (e.g., of the cost of alternative means of transportation)

11. Electronic data processing

AUTOZUG Sylt processes the personal data for the purpose of contract processing and customer service in accordance with the statutory provisions. With the booking confirmation and the ticket, the traveler immediately receives information on data protection in accordance with Art. 13 GDPR (including the person responsible, duration of storage, rights of data subjects, supervisory authority). Further information at www.nachtexpress.de/datenschutz.

12. Applicable law

The provisions of German law shall apply to the carriage, with the exception of the provisions on the conflict of laws. All services are provided by AUTOZUG Sylt exclusively under the above conditions. If the contract of carriage is concluded by a merchant in the course of his trade, the exclusive place of jurisdiction is Sylt.

13. Contact

For booking and travel information, visit www.nachtexpress.de and email info@nachtexpress.de.

Phone customer service: 0049 -4661-7368744

PART B - Appendix 1 Prices

All prices are end customer prices including the respective statutory value added tax.

Normal prices one way (depending on capacity and date of travel):

Seat carriage	
Single seat in seat car	From 59 EUR
Couchette car	
Compartment couchette car	From 399 EUR
Sleeper	
Compartment Sleeper	From 589 EUR

Special price offers: Savings prices - exchanges and refunds excluded, limited availability.

Seat carriage	
Single seat in seat car	From 29 EUR
Couchette car	
Compartment couchette car	From 199 EUR

Bringing pets and bulky luggage

Pet	50 EUR
Bike	49 EUR
Bulky Luggage	49 EUR

The prices are valid between one boarding and one alighting station.

Current timetables at: www.nachtexpress.de/fahrplan

Please note that the German version is authoritative.