

General terms and conditions for the purchase and use of Rail Checks	
1. Subject of this agreement	5. Liability and misuse
<p>This agreement regulates the use of Rail Checks for public transport services by SBB AG's corporate customers. The fares for the direct services in Switzerland and the relevant networks have secondary priority. The fares can be viewed at any staffed station. The corporate customer's legal and commercial conditions (general terms and conditions, commercial conditions for offers, etc.) shall be waived.</p>	<p>The parties will be liable for the conscientious and diligent execution of their services. The parties will only be liable for damages that are attributable to this contractual agreement in the event of gross negligence or wilful intent. The corporate customer assumes responsibility for any loss, theft or misuse of the Rail Checks it receives.</p>
2. Description of the offer	6. Prices and conditions
<p>The Rail Check is a means of payment for public transport and entitles the holder to obtain the service specified in print. In principle, Rail Checks can be exchanged at any staffed station in Switzerland.</p>	<p>The prices of the products and services can be found on the SBB AG website in the relevant offer descriptions; see www.sbb.ch/en/business-travel/businessstravel/product-range/rail-check.html.</p>
3. Period of validity and termination of the agreement	7. Payment
<p>The Rail Checks ordered are valid up to and including the printed redemption date and entitle the holder to purchase the service specified in print, in Swiss francs. Prices and products are subject to change. SBB AG reserves the right to decline orders.</p> <p>Should price differences arise in favour of the customer as a result of changes to prices or products, amounts under CHF 10 may be paid out in cash. Amounts over CHF 10 will be paid out in the form of Reka Rail vouchers or loaded onto a gift card. The corporate customer acknowledges that any balance left over on SwissPass subscriptions following cancellation of the subscription services shall be directly credited to the customer's SwissPass account. The remaining amount will be charged with the next redemption of subscription services or a payment will be made to the account of the SwissPass contracting party. It is the corporate customer's responsibility to make any claims for recovery. Price differences in favour of SBB AG must be paid by the person redeeming the Rail Check.</p>	<p>The corporate customer will be billed fortnightly for redeemed Rail Checks via direct debit or invoice, payable within 30 days of the invoice date. Redeemed Rail Checks may be invoiced up to three months after the validity period has expired.</p> <p>The corporate customer may, in the event of discrepancies or for monitoring purposes, request a copy of individual Rail Checks for up to three months after billing.</p>
4. Delivery and refunds	8. Duties of confidentiality
<p>The Rail Checks ordered will be sent to the corporate customer free of charge within Switzerland via priority mail. As a rule, deliveries are made within two weeks. Separate fees are charged for express deliveries and deliveries abroad.</p> <p>The corporate customer will not be billed for Rail Checks that have expired or have not been redeemed. The customer must destroy Rail Checks of this sort.</p>	<p>The parties will treat as confidential all information that is neither in the public domain nor generally accessible. The parties undertake to keep confidential the information, trade secrets, data and documents made known to them during the performance of their services, as well as information received and documents issued. Confidentiality shall be maintained after the contractual agreement has been terminated. This does not apply to statutory disclosure obligations.</p>
	9. Entry into force and duration
	<p>All SBB AG offers are non-binding. A contract between the customer and SBB AG is only deemed to have been concluded when the customer issues an order which is accepted by SBB AG.</p>
	10. Final provisions
	<p>This agreement is subject exclusively to Swiss law. The exclusive place of jurisdiction is Bern.</p> <p>This agreement and its components may only be terminated, amended or supplemented with the agreement of both parties and in writing or via correspondence confirmed by the parties.</p>