



General Terms and Conditions of Seminarschiff Fluxservice GmbH

§ 1 General - Scope of application

1. these general terms and conditions apply to all contracts for the organization of events on the ships operated and offered by Seminarschiff Fluxservice GmbH as well as for all other

ships operated and offered by Seminarschiff Fluxservice GmbH as well as for all other related services and deliveries by us.

2. our terms and conditions apply exclusively. We recognize any other terms and terms and conditions of the customer, unless we have expressly agreed to their validity in writing.

have expressly agreed to their validity in writing.

§ 2 Conclusion of contract

The contract is concluded by the written confirmation of our offer by the customer. In order to be effective, all verbal supplements, amendments or ancillary agreements require our written confirmation by us. Our offers are always subject to change.

§ 3 Services, prices, terms of payment

The customer is obliged to pay for all services booked and utilized. This also applies to claims by copyright collecting societies.

§ 4 Withdrawal by the customer (cancelation)

The customer may withdraw from the contract concluded with us. This must be in writing and is possible free of charge up to 100 days before the booked event. In the event of a later withdrawal

we charge 50% of the agreed order amount. If the withdrawal is made less than 14 days before the booked

booked event, 70% of the agreed order amount will be charged. In the event of less than 7 days before the booked event, 90% of the agreed order amount will be charged.

order amount will be charged. If the withdrawal takes place less than three days before the booked event

or in the event of no-show, 100% of the agreed order amount will be charged. ^



§ 5 Withdrawal of the Seminarschiff Fluxservice GmbH

1. the Seminarschiff Fluxservice GmbH has the right to withdraw from the contract without further reminder

if the invoices issued are not paid by the due date.

2. the Seminarschiff Fluxservice GmbH is entitled to withdraw from the contract, for example if

- force majeure or other circumstances for which we are not responsible make the fulfillment of the contract

impossible,

- events of any kind under false or misleading statements of material facts,

z. e.g. the person of the customer or the purpose. In the event of justified withdrawal by us

the customer shall not be entitled to compensation.

3. if the tour is canceled due to extreme weather conditions, waterway or lock closures, defects on the ship or other circumstances for which we are not responsible make it impossible to continue the

the agreed route, the route may be changed or - if this is not possible - the voyage may be canceled.

possible - the voyage may be canceled. A claim for damages on the part of the customer is

excluded in such cases.

4. if, due to force majeure or for other reasons for which we are not responsible, the use of the

the use of the agreed vessel is impossible, we reserve the right to use a comparable vessel.

other vessel. This shall not give rise to any claim for damages on the part of the customer.

5. if a voyage cannot be carried out due to weather conditions such as storms, high or low water, ice or waterway closures or for other reasons for which we are not responsible, the

reasons for which we are not responsible, the customer may use the immobilized vessel for the rental period at the

the next possible suitable mooring point. The customer shall not be entitled to compensation

does not arise from this.

§ 6 Boarding and alighting of passengers

Passengers are allowed 30 minutes for boarding and alighting.

§ 7 Loss of or damage to items brought on board

Items carried on the ship are at the customer's risk. We accept no liability for loss, destruction or damage.



§ 8 Official permits and GEMA registration

1. the customer must obtain any official permits, conditions and approvals required for the event in good time and at his own expense.

the customer in good time at his own expense. The customer is responsible for compliance with public requirements and other regulations.

2. musical performances and the public playing of video and audio recordings on board must be registered by the customer with GEMA, Bezirksdirektion Berlin, Keithstraße 7, 10787 Berlin in good time before the departure. Seminarschiff Fluxservice GmbH is obliged to notify GEMA of any events requiring

events to GEMA. The customer is responsible for paying the GEMA fees.

3. the customer shall indemnify Seminarschiff Fluxservice GmbH in the event of noise and environmental

environmental damage from claims of third parties, including public services and authorities.

§ 9 Liability

1. we shall be liable for our obligations under the contract. Claims of the customer for damages

are excluded. Excluded from this are damages resulting from injury to life, body and health

health if Seminarschiff Fluxservice GmbH is responsible for a breach of duty.

Likewise other damages that are based on an intentional or grossly negligent breach of duty by us.

by us. A breach of duty by us is equivalent to that of a legal representative or vicarious agent.

vicarious agent. Should defects occur in our services or goods, we shall endeavor to will endeavor to remedy the situation. The customer is obliged to do what is reasonably to remedy the fault and to avert or minimize any possible damage.

keep it to a minimum. The customer is obliged to inform us in good time of the possibility of a defect,

damage or disruption. Such matters must be reported by the customer immediately at the

event for inspection. We do not recognize any subsequent notification of defects by the customer.

we do not recognize.

2. the supervision of children is the responsibility of the parents or accompanying persons. They must ensure that

that the safety of the children is not endangered by their behavior on board and on the jetties.

is endangered.

3. should we allow the customer to swim, this is always at the customer's own risk.

3. should we allow the customer to swim, this is always at the customer's own risk. respective person. The customer is obliged to inform his guests, employees and other persons of this.

§ 10 Calculation for children and young people

Children up to and including the age of 12 travel free of charge. Children/teenagers from 13 years up to and including 16 years pay 50% of the price for adults. Young people aged 17 and over pay 100% of the price for adults.

§ 11 Liability of the customer for damage

The customer shall be liable for all damage to the ship, equipment, inventory and jetty facilities etc. caused by event participants, employees or other third parties from his area.

§ 12 Final provisions

1. verbal collateral agreements are only binding if confirmed in writing. Amendments or amendments or additions to the contract or our terms and conditions must be made in writing. Unilateral

amendments and additions by the customer are invalid.

2. place of performance and payment is the registered office of Seminarschiff Fluxservice GmbH.

3. the exclusive place of jurisdiction is the registered office of Seminarschiff Fluxservice GmbH. The same applies, the customer fulfills the requirements of § 38 II ZPO and has no general place of jurisdiction in Germany. in Germany.

4 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

5. should individual provisions of these General Terms and Conditions be invalid or void, this shall not

invalid or void, this shall not affect the validity of the remaining provisions. In all other respects the

statutory provisions shall apply. The parties undertake to replace the invalid provision with a provision

invalid provision with one that comes as close as possible to the meaning of the invalid provision and is effective.

Seminarschiff Fluxservice GmbH, as at 15.02.2025