

# General Terms and Conditions of Seminarschiff Fluxservice GmbH

## § 1 General Provisions - Scope of Application

1. These General Terms and Conditions apply to all contracts for the execution of events on the vessels operated and offered by Seminarschiff Fluxservice GmbH, as well as to all related further services and deliveries provided by us.
2. Our terms and conditions apply exclusively. We do not recognize any terms of the customer that conflict with or deviate from our terms and conditions unless we have expressly agreed to their validity in writing.

## § 2 Conclusion of Contract

1. The contract is concluded upon the customer's written confirmation of our offer. All oral supplements, amendments, or ancillary agreements require our written confirmation to be effective. Our offers are generally subject to change and non-binding.

### 2. Number of Participants / Adjustments

The client is entitled to adjust the number of contractually agreed participants no later than 10 calendar days before the start of the event. A reduction in the number of participants by up to 10% of the originally agreed number is possible free of charge. Reductions exceeding this are only possible with the prior written consent of the contractor and may lead to an adjustment of the agreed remuneration. (A reduction of the catering order is only possible up to 10 days before the event.)

## § 3 Calculation for Children and Youth

Children up to and including 12 years of age travel free of charge. Children/Youth from 13 years up to and including 16 years pay 50% of the adult price. Youth from 17 years of age pay 100% of the adult price.

## § 4 Services, Prices, Payment Terms

The customer is obligated to pay for all booked and utilized services. This also applies to claims from copyright collective management organizations (e.g., GEMA).

## § 5 Withdrawal by the Customer (Cancellation)

## 1. Cancellation by the Customer

The customer may cancel the contract free of charge up to 100 days before the agreed date. In the event of a later cancellation, we are entitled to charge a cancellation fee, the amount of which is based on the expenses already incurred up to the time of cancellation and covers the actual damage.

However, according to § 309 No. 5 BGB (German Civil Code), the cancellation fee must not be unreasonably high and is limited to 50% of the agreed total price. A cancellation fee is waived if the customer provides a replacement participant or if we are able to allocate the booked date to another party.

1.1. In the event of a cancellation by the customer, claims for damages by the company only exist if the cancellation is based on culpable behavior by the customer. A claim for damages is not possible regardless of fault.

1.2. In the event of a non-culpable cancellation by the customer, such as due to force majeure (e.g., natural disasters, war, pandemics, etc.), no damages will be claimed.

1.3. The customer may not use this cancellation regulation abusively, in particular not to unlawfully assert claims against the company or to use the cancellation in a manner that causes harm to the company.

1.4. The customer is liable for all damages caused by an impermissible cancellation or abuse of the cancellation regulations. Liability for damages according to the general liability provisions of the BGB remains unaffected.

## 2. Timely Cancellation

The cancellation must be made in writing (by email or post). The date of receipt of the cancellation by us is decisive.

## **§ 6 Withdrawal by Seminarschiff Fluxservice GmbH**

### 1. Cancellation by Seminarschiff Fluxservice GmbH

We reserve the right to cancel the contract for important reasons (e.g., force majeure, illness). In this case, the customer will be notified immediately, and any amounts already paid will be fully refunded. Further claims are excluded.

1.1. Seminarschiff Fluxservice GmbH has the right to withdraw from the contract without further notice if the invoices issued are not paid by the due date.

1.2. Seminarschiff Fluxservice GmbH is entitled to withdraw from the contract if, for example, events of any kind are booked under false or misleading statements of essential facts, e.g., the identity of the

customer or the purpose of the event. In the event of a justified withdrawal by us, the customer has no claim for damages.

1.3. If the continuation of the journey on the agreed route becomes impossible due to extreme weather conditions, waterway or lock closures, defects in the ship, or other circumstances for which we are not responsible, the route may be changed or—if this is not possible—the journey may be terminated. A claim for damages by the customer is excluded in such cases.

1.4. If the use of the agreed vessel becomes impossible due to force majeure or other reasons for which we are not responsible, we reserve the right to use a comparable alternative vessel. This does not give rise to a claim for damages by the customer.

1.5. If the execution of a trip is not possible due to weather conditions such as storms, high or low water levels, ice, or waterway closures, or for other reasons for which we are not responsible, the customer may use the stationary vessel for the duration of the rental at the nearest possible suitable mooring. This does not give rise to a claim for damages by the customer.

## **§ 7 Boarding and Disembarking of Passengers**

30 minutes are allocated for each boarding and disembarking of guests.

## **§ 8 Loss or Damage to Brought Items**

Items brought on board are at the customer's own risk. We assume no liability for loss, destruction, or damage.

## **§ 9 Official Permits and GEMA Reporting**

1. The customer must obtain any official permits, requirements, and licenses necessary for the event in good time and at their own expense. The customer is responsible for compliance with public law requirements and other regulations.

2. Musical performances as well as the public playing of video and audio media on board must be registered by the customer with GEMA, Bezirksdirektion Berlin, Keithstraße 7, 10787 Berlin, in good time before the start of the trip. Seminarschiff Fluxservice GmbH is obligated to report events subject to registration to GEMA. The payment of GEMA fees is the responsibility of the customer.

3. The customer indemnifies Seminarschiff Fluxservice GmbH from third-party claims, including public offices and authorities, in the event of noise and environmental impairments.

## **§ 10 Liability**

1. We are liable for our obligations under the contract. Claims for damages by the customer are excluded. Excepted from this are damages resulting from injury to life, body, or health if Seminarschiff Fluxservice GmbH is responsible for the breach of duty. This also applies to other damages based on an intentional or grossly negligent breach of duty by us. A breach of duty by us is equivalent to that of a legal representative or vicarious agent. Should defects occur in our services or goods, we will endeavor to provide a remedy upon becoming aware of them. The customer is obligated to contribute what is reasonable to resolve the disruption and to avert or minimize potential damage. The customer is obligated to point out the possibility of a defect, damage, or disruption to us in a timely manner. Such matters must be reported by the customer directly during the event for verification. We do not recognize subsequent notices of defects by the customer.

2. The supervision of children is the responsibility of the parents or accompanying persons. They must ensure that the safety of the children is not endangered by their behavior on board and on the jetty facilities.

3. Should we enable the customer to swim, this is always at the respective person's own risk. The customer is obligated to inform their guests, employees, and other persons of this.

### **§ 11 Customer Liability for Damages**

The customer is liable for all damage to the vessel, equipment, inventory, and jetty facilities, etc., caused by event participants, employees, or other third parties from their sphere.

### **§ 12 Final Provisions**

1. Oral ancillary agreements are only binding if confirmed in writing. Amendments or supplements to the contract or our terms and conditions must be in writing. Unilateral changes and supplements by the customer are invalid.

2. The 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 if the customer fulfills the requirements of § 38 II ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany.

4. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

5. Should individual provisions of these General Terms and Conditions be invalid or void, the validity of the remaining provisions shall not be affected. In all other respects, statutory regulations apply. The



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

Seminarschiff Fluxservice GmbH, as of January 22, 2026