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These general terms and conditions (hereafter referred to as GTC) are divided into one general and two supplementary parts. At this point, it is expressly pointed out that the respective subject matter of the regulation can result from all parts of these GTC - the general as well as supplementary parts - according to the scope of the agreed service to be provided. The first supplementary part of these GTC (part II.) applies to catering and charter trips via the WEIßE FLOTTE SACHSEN GmbH brand. For orders and purchases via the online presence of the WEIßE FLOTTE Sachsen GmbH, the second supplementary part of these GTC (part III.) applies. If the customer also makes use of transport services through this order, Part I of these GTC also applies.

These terms and conditions can be viewed at [www.saechsische-dampfschiffahrt.de/agb](http://www.saechsische-dampfschiffahrt.de/agb) and can be downloaded at any time.

The specific conditions of carriage are displayed separately on our ships and form the basis of our transport services.

The following terms and conditions are subdivided into:

- Part I            General  
General Terms and Conditions and Conditions of Carriage (AGBB)
  
- Part II           Supplementary  
Catering and charter trips with WEIßE FLOTTE SACHSEN GmbH
  
- Part III          Supplementary  
Rights and obligations concerning orders via the online presence of WEIßE FLOTTE SACHSEN GmbH

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## Part I General - General Terms and Conditions of Carriage

### **§ 1 GENERAL PROVISIONS/AREA OF APPLICATION/CONCLUSION OF CONTRACT/TICKET PRICES**

1. These general conditions of carriage apply to all boat trips of WEIßE FLOTTE SACHSEN GmbH and regulate the general conditions of carriage between us and the customer.
2. These Conditions of Carriage apply when the customer purchases a ticket and/or voucher and/or boards the ship. The customer is obliged to comply with these conditions of carriage at the latest when boarding our ships. With the purchase and/or acquisition of a ticket and/or voucher and/or boarding our ships, the customer recognizes these conditions of carriage as binding. These conditions of carriage also apply from the point at which the customer purchases a ticket/voucher via our online shop.
3. Tickets are purchased before the start of the journey. Tickets purchased on board may vary in price and discounts. It is not possible to redeem vouchers on board.

### **§ 2 TICKET PURCHASE/SPECIAL TICKET REGULATIONS/HANDLING TICKETS/LOST & FOUND**

1. The customer's booking represents a binding offer to conclude a transport, which we can accept within a period of 7 days. The ticket price results from the information in the ordering process or the fare/ticket information that can be viewed before the order is placed. An exception to this rule is the purchase of tickets on board.
2. The transport is subject to the condition of the ticket purchase for the person(s) to be carried as well as the full payment of the ticket(s) in each case. Otherwise there is no entitlement to the transport. The customer's tickets are to be presented by the customer when boarding and disembarking, as well as upon request, and may only be disposed of after the respective journey has been completed.
3. The purchase of the ticket entitles the customer to make use of it. There is no entitlement to a seat. There is no obligation to allocate a specific seat inside or outside. A seat reservation is only possible inside and requires the use of our catering services per person/ticket.
4. Should the customer add further destinations to the specified and booked transport route during the journey, this requires the corresponding and subsequent purchase of a ticket.
5. If the customer uses transport services without being in possession of a valid ticket, a fare of €60.00 will be charged.
6. Lost property must be handed over to the ship's staff immediately. Lost property will be kept at the passenger's expense and risk and will only be sent on to the respective passenger if the relevant transport costs have been borne in advance, and if appropriate proof of ownership is provided.

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### **§ 3 TRANSPORT OF PERSONS/BAGGAGE/BICYCLES/OTHER/(DRIVING) ON-BOARD RULES**

1. With the exception of the transport of people and bicycles with a valid ticket, there is generally no entitlement to the transportation of other items, such as pieces of luggage. The carriage of additional items is at the discretion of ships personnel.

2. One easily portable piece of hand luggage per passenger can be carried, provided that other passengers are not affected by this. Catering facilities, chairs, tables and benches must never be used to store luggage or items of clothing. The cloakroom is used in accordance with the instructions of the ship's staff and the existing signs. No liability can be accepted for any losses. Passengers use and carry items anywhere on the ship at their own risk. If the ship's personnel allow additional items of luggage to be taken on board, the instructions of the ship's personnel regarding transport and storage must be followed.

3. Strollers (pushchairs) and wheelchairs can be taken on board free of charge, provided that there are appropriate accommodation options. With regard to accommodation, appropriate space allocation can be made in accordance with the ship's personnel. The transport of strollers (pushchairs) and/or wheelchairs must be reported accordingly prior to the transport. Transportation of any other items is generally not permitted, especially vehicles or rowing and paddle boats.

4. It is strictly forbidden to bring items that are flammable, explosive, health-endangering, corrosive, poisonous, forbidden and/or otherwise hazardous for people and/or property.

5. Dogs may be taken on board but must be supervised at all times. It is mandatory for dogs to be kept on a leash. In the case of dangerous dogs within the meaning of the GefHundG ("Law for the Protection of the Population from Dangerous Dogs"), a muzzle is mandatory. If the passenger violates the provisions of this section, further transportation may be immediately prohibited. Other animals are excluded from carriage.


6. The sale of goods is not permitted on our ships.

7. Passengers must follow the instructions of the ship's staff. In the event of a violation of these general transport regulations, the wilful or grossly negligent violation of legal or official regulations, as well as the annoyance and/or endangerment of other passengers, an exclusion from further transportation may occur.

### **§ 4 PROVISION OF SERVICES/TIMETABLE**

1. We have the right to have services, including transportation services, provided by third parties and, in this case, are only obliged to properly and carefully select the service providers.

2. We reserve the right to make changes to the timetable. We reserve the right to use different ship categories than those listed in the timetable or in any publication.

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## **§ 5 CANCELLATION RIGHT OF THE CUSTOMER/AUDIO AND VIDEO RECORDINGS/BOOKINGS**

1. The customer has the right to cancel free of charge in accordance with the table below:

	<b>Scheduled trips</b>	<b>Event trips</b>	<b>“Fleet parade” trips and the evening New Year's Eve trip</b>
Complete cancellation	Up to 21 days before departure	Up to 21 days before departure	Up to 2 months before departure
Cancellation of max 10 tickets	Up to 24 hours before departure	Up to 7 days before departure	Up to 1 month before departure
Cancellation of max 2 tickets	-	Up to 24 hours before departure	-

2. If the cancellation is not made in sufficient time, the following costs will be incurred:

	<b>Scheduled and event trips</b>	<b>“Fleet parade” trips and the evening New Year's Eve trip</b>
Between 20 and 8 days before departure	50% of the ticket price	100% of the ticket price
Between 7 and 1 days before departure	80% of the ticket price	100% of the ticket price
<24 hours before departure	100% of the ticket price	100% of the ticket price

3. In all cases, however, the customer reserves the right to prove to us that no damage, or only a lesser damage, occurred.

4. If, due to force majeure, event trips can only take place on board a stationary vessel (i.e. the ship remains at the pier), a maximum of 30% of the ticket price will be refunded.

5. By purchasing a ticket, and at the latest by boarding our ships, the customer authorizes us to use audio and video recordings for marketing, press and public relations purposes

## **§ 6 LIABILITY/DISCLAIMER**

1. We are not liable for the loss of or damage to money, jewellery and/or other valuables. Deviations from schedules due to high or low water levels, high passenger numbers and other traffic obstructions due to operational disruptions or interruptions for which we are not responsible, do not constitute an obligation to pay compensation, or a claim for damages.

2. Further claims for damages than those regulated in this contract, for example due to delayed performance and/or breach of a contractual obligation, are excluded, unless they are based on intent, gross negligence, fraudulent concealment or due to injury to life, body or health. The above exclusion

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of liability also does not apply if an essential contractual obligation is violated, or if claims under the Product Liability Act exist. Otherwise, the statutory provisions apply.

3. These exclusions of liability also apply to the activities of our vicarious agents.

## **Part II Supplementary - catering and charter trips with WEIßE FLOTTE SACHSEN GmbH**

### **§ 1 CONCLUSION OF CONTRACT/PAYMENT METHODS**

1. The service contract only comes into effect with a written order confirmation by WEIßE FLOTTE SACHSEN GmbH, and does so with binding effect. With the conclusion of the service contract, the organizer accepts the general terms and conditions of WEIßE FLOTTE SACHSEN GmbH. Any terms and conditions of the organizer are not recognized.

2. Unless otherwise stated, the agreed prices are exclusive of the applicable statutory value added tax.

3. If the value of the binding, pre-ordered services exceeds € 1,000.00, the organizer will pay a deposit up to the 60th calendar day before the event, amounting to 50% of the gross total. Advance payments made will be offset against the final invoice.

4. Invoices are payable within 10 calendar days of the invoice date, without deduction. In the event of default in payment, WEIßE FLOTTE SACHSEN GmbH is entitled to invoice the amount owed plus interest (4% above the respective discount rate of the Bundesbank, but at least 10% p.a.).

5. Electronic invoicing is accepted as sufficient.

### **§ 2 EVENT EXECUTION/DEVELOPMENT**


1. The organizer must inform WEIßE FLOTTE SACHSEN GmbH of the final number of participants ("guaranteed number") no later than 10 calendar days before the date of the event. Otherwise, the number of participants stated in the contract will be regarded as the guaranteed number and serve as the basis for billing.

2. The customer and the organizer are responsible for items brought on board. Unless otherwise agreed in writing, WEIßE FLOTTE SACHSEN GmbH is not responsible for any guarding or safekeeping. The respective cloakroom regulations apply to cloakrooms (especially no liability for unguarded cloakrooms).

3. In the event of high and low water levels, WEIßE FLOTTE SACHSEN GmbH reserves the right to hold the event on a static ship. In this case, it is not possible to withdraw from the agreed catering services free of charge.

4. When renting the event venues, WEIßE FLOTTE SACHSEN GmbH acts in the name of, and for the account of, the organizer. The organizer is liable for compliance with the respective house rules / **GTC** / conditions of carriage of the event locations and releases WEIßE FLOTTE SACHSEN GmbH from all third-party claims arising from the rental of event locations.

5. As far as WEIßE FLOTTE SACHSEN GmbH procures technical or other services from third parties for the organizer, it acts in the name of, and for the account of, the organizer. The organizer is liable for

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the careful handling and proper return of these facilities and releases WEIßE FLOTTE SACHSEN GmbH from all third-party claims arising from the provision of this facility.

6. The organizer is generally not allowed to bring food and drink to the events. A written agreement can be made in special cases (e.g. sponsoring), in which cases a service fee or corkage fee will be charged. Catering on the ships gastronomically managed by WEIßE FLOTTE SACHSEN GmbH by other catering providers is generally not possible

**§ 3 TERMINATION/CANCELLATION**

1. If an event cannot be carried out for reasons for which the organizer is responsible, WEIßE FLOTTE SACHSEN GmbH reserves the right to claim payment for the services agreed in accordance with the order confirmation. Depending on when the event is cancelled and what services were planned, WEIßE FLOTTE SACHSEN GmbH is also entitled to appropriate remuneration. The amount of the remuneration results from the order confirmation, which is binding for both contractual partners, as well as the appendix to the general terms and conditions for events of WEIßE FLOTTE SACHSEN GmbH.


2. If the organizer or the customer violates the contract, or if WEIßE FLOTTE SACHSEN GmbH has reason to believe that the event will jeopardize smooth business operations, the safety of other guests or the reputation of the company, WEIßE FLOTTE SACHSEN GmbH may cancel the event and withdraw from the contract, subject to their claim for remuneration in accordance with the appendix.

3. If, due to force majeure, (e.g. storm, fog, high or low water, blocking of navigation, technical defects, accidents, pandemics) the event cannot be carried out, or is delayed or only partially carried out, the customer cannot derive any claims for damages. In this case, the customer can withdraw from the contract free of charge.

4. Cancellation deadlines:

- from the stated conclusion of a contract 10% of the total sales as a handling fee
- from the 60th calendar day before the event 20% of the total sales as a handling fee
- from the 10th calendar day before the event
  - 50% of the commissioned food and drink sales
  - 50% of the agreed ship rental
  - 100 % of a service provided by third parties
- from the 3rd day before the event
  - 100% of the commissioned food sales
  - 75% of the commissioned drinks sales
  - 100 % of the agreed ship rental
  - 100 % of services provided by third parties

The basis for calculation is the mutually binding order confirmation. If necessary, different cancellation deadlines must be contractually agreed.

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## **Part III Supplementary - Supplementary rights and obligations with regard to orders from the online shop**

### **§ 1 GENERAL PROVISIONS/AREA OF APPLICATION**

1. These GTC regulate the legal relationships between us and customers who place orders in our online shop. These GTC therefore form the contractual basis for orders via our online shop.
2. These GTC also apply if the customer uses conditions that deviate from these, or if services are provided to the customer while being aware of the customer's conflicting GTC. Deviating, supplementary and/or conflicting GTC of the customer are therefore not part of the contract, even if they are known, with the exception that our written consent is available with regard to their validity.
3. By sending the order, the customer assures that they have unlimited legal capacity.
4. We provide our services to consumers within the meaning of Section 13 of the German Civil Code (BGB), and to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). An entrepreneur within the meaning of Section 14 of the German Civil Code (BGB) is an individual or legal partnership who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity. A partnership with legal capacity is a partnership that is endowed with the ability to acquire rights and enter into liabilities. A consumer, within the meaning of Section 13 of the German Civil Code (BGB), is any individual who concludes a legal transaction for purposes that are predominantly neither commercial nor self-employed. Whether the customer acts as a consumer or as an entrepreneur can be seen from his information in the order process. The provisions of these GTC apply equally to consumers and entrepreneurs, unless the respective provision makes an explicit reference only to consumers or only to entrepreneurs.

### **§ 2 CONCLUSION OF CONTRACT/SUBJECT MATTER/TICKETS**

1. The offering of goods/services in the online areas and all sub-pages does not constitute a binding offer to conclude a contract. The presentation of these goods/services is only to be understood as an invitation to submit an offer by the customer.
2. By ordering the desired goods/services by clicking the "order with obligation to pay" button, the customer submits a binding offer to conclude a purchase contract. The customer then receives an automatic order confirmation by email. This order confirmation does not represent an acceptance of the customer's offer. This automatic order confirmation summarizes the contents of the order again.
3. The subject matter and content of the contract between WEIßE FLOTTE SACHSEN GmbH and the customer, as well as the corresponding scope of services, result from these GTC, the customer's order, acceptance by WEIßE FLOTTE SACHSEN GmbH and the information on the goods/services from the ordering process.
4. We are entitled to accept the customer's offer in the form of an order within 7 days after the order has been placed. Beyond this period, the customer is no longer bound by his offer. We accept the customer's offer by sending a timely order confirmation to the email address provided by the customer.

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5. We are entitled to use third parties to fulfil the rights and obligations arising from the contract with the customer.

### **§ 3 ORDERING PROCESS/MANDATORY INFORMATION**

1. As part of the purchase process, the customer must provide mandatory information so that the purchase can be completed. Mandatory fields are marked as such and must be completed by the customer. The purchase is only possible if the customer completes these mandatory fields. Areas not marked as mandatory fields do not have to be filled out by the customer. The customer is obliged to complete all fields to be filled in properly and truthfully. If this does not happen and this results in damage, the customer is obliged to reimburse said damage.

2. Only after the customer has provided his details regarding the goods, placed them in the "shopping basket" and selected the shipping and payment options, the binding order is placed using the "order with obligation to pay" button.

### **§ 4 PRICES/REMUNERATION/PAYMENT METHODS/REMINDER/SHIPPING**

1. The remuneration is based on the prices specified in the order process. All prices given are to be understood in euros. The price for the goods results from the order process and is displayed in full before submission of the binding order by clicking the "order subject to payment" button. This is a final price and includes all final price information, including VAT, shipping, packaging and any fees for the payment method selected by the purchaser/customer.

2. The amount of the packaging and shipping costs is then calculated from the order process.


3. The permitted and possible types of payment result from the order process. This also applies to the shipping methods. Basically, the seller offers the payment option of PayPal, as well as credit card and direct debit. When paying by PayPal, the customer is forwarded to [www.paypal-deutschland.de](http://www.paypal-deutschland.de). From there the customer is asked to log in with their PayPal password. The data of the order as well as the invoice amount are automatically transferred and debited directly from the customer's account after confirmation. If the payment cannot be made by the customer and this is the fault of the customer (e.g. because the account is not covered) and a fee is charged for the return debit, the customer must reimburse the seller for these costs. Invoices are due for payment no later than 3 working days after the invoice date.

4. All prices given are only valid within Germany and only at the time of the order. The version valid at the time of the order is final.

5. If the customer does not pay on time, a reminder will be sent free of charge. WEIßE FLOTTE SACHSEN GmbH is entitled to send the customer a one-time charged reminder if they are in default of payment. A flat-rate administration fee of €5.00 is charged for this. The customer reserves the right to prove that the damage did not occur, or did, however not to the extent suggested.

6. Electronic invoicing is sufficient. The dispatch of the goods/the provision of the service takes place only after full payment by the customer.



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## **§ 5 DELIVERY/DELIVERY METHODS**

The delivery methods and delivery times result from the information provided during the ordering process. WEIßE FLOTTE SACHSEN GmbH can use third parties for the delivery of goods/or the provision of services.

## **§ 6 RESERVATION OF TITLE/RIGHT OF RETENTION/REGISTRATION/DATA**

1. Our goods remain our property until the customer's payment obligations have been fulfilled.
2. If the agreed remuneration is delayed, we are entitled to exercise a right of retention with regard to the delivery of the goods or the provision of the service.
3. The customer can place his orders through registration or through a guest order. If the customer gives his data when registering, this data will be saved for the next purchase, and only for this purpose. Furthermore, the data will not be passed on unless this is necessary to fulfil the contractual obligations. By registering, the customer can confirm that they would like to receive our newsletter.

## **§ 7 WARRANTY/DAMAGES/LIABILITY/DISCLAIMER**

1. Unless otherwise regulated below, the statutory provisions apply with regard to liability for material defects and the warranty. If the customer submits his order as an entrepreneur within the meaning of § 14 BGB, a warranty of one year from delivery of the purchased goods applies to the purchased goods. The customer's claims for defects, insofar as he has placed his order as an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), only exist if they have fulfilled their obligation to give notice of defects from Section 8 (2) of these GTC.
2. Further claims for damages than those regulated in this contract, for example due to delayed performance and/or breach of a contractual obligation, are excluded, unless they are based on intent, gross negligence, fraudulent concealment or due to injury to life, body or health. The above exclusion of liability also does not apply if an essential contractual obligation is violated, or claims under the Product Liability Act exist. Otherwise, the statutory provisions apply.
3. These exclusions of liability also apply to the activities of our vicarious agents.

## **§ 8 TRANSFER OF RISK/DUTY TO INSPECTION AND OBJECTION**

1. The risk of loss of the purchased goods is only transferred when the goods are handed over to the customer, if the customer has placed the order in his capacity as a consumer.
2. If the customer has placed his order in his capacity as an entrepreneur within the meaning of Section 377 of the German Commercial Code, the customer is subject to the duty to inspection and objection within the meaning of Section 377 of the German Commercial Code (HGB) within the meaning of the following provisions. The customer has to examine the goods immediately after delivery, insofar as this is feasible in the ordinary course of business. If a defect becomes apparent, this must be reported to us immediately. If the customer fails to notify us, the goods are deemed to have been approved, unless there is a defect that could not be identified during the examination. If such a defect appears later, a report must be made immediately after discovery. Otherwise, the goods are deemed to have

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been approved even with regard to this defect. Refusal of acceptance by the customer due to insignificant defects is not permitted. The goods are examined immediately if a period of 2 weeks from delivery of the goods is not exceeded. The notification of defects must be made in writing.

### **§ 9 VOUCHERS/COMBINED TICKETS**

1. Our vouchers are valid until the end of the third year after purchase, whereby the date of purchase of the voucher is decisive. An extension of the voucher beyond the expiry date or a cash payment is excluded. A claim to cash payment only exists if the ordered and/or purchased goods and/or ordered and/or purchased service do not exist at the time of redemption. The voucher can be redeemed in our service stations. If the invoice amount exceeds the voucher value, the remaining amount can be paid with another approved payment method or another voucher. If the voucher value exceeds the invoice amount, the remaining amount remains valid until the expiry date and can be redeemed for another booking.

2. Combined tickets include services that are provided by us and third-party providers. The respective third-party providers are independently responsible for their provision of services. We only allow a proper selection of the third-party providers that cooperate with us.

### **§ 10 RIGHT OF WITHDRAWAL**

The customer has the right to withdraw from this contract within fourteen days without giving reason. The withdrawal period is fourteen days after the conclusion of the contract. In order to exercise your right of withdrawal, you must inform WEIßE FLOTTE SACHSEN GmbH (Georg-Treu-Platz 3, 01067 Dresden, Email: [service@sdsgruppe.de](mailto:service@sdsgruppe.de), Tel.: 0351/866090) by means of a clear declaration (e.g. by mail, fax or email) of your decision to withdraw from this contract. To do this, you can use the sample cancellation form attached, which however is not mandatory. In order to meet the cancellation deadline, it is sufficient for you to send notification that you are exercising your right of cancellation before the cancellation period has expired.

#### **Consequences of the withdrawal**

If you withdraw from this contract, we must return to you all payments that we have received from you, including delivery costs (with the exception of any additional costs that result from your decision to choose a different type of delivery than the inexpensive standard delivery offered by us), immediately, and at the latest within fourteen days from the day on which we received the notification of your revocation. For this repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment. We can refuse the repayment until we have received the goods back or until you have provided evidence of their return, whichever is earlier. You must return or hand over the goods to us immediately and in any case no later than fourteen days from the date on which you informed us of the cancellation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods. The costs are estimated at a maximum of around €50.00. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary to check the nature, properties and functionality of the goods. If you have requested that the service should begin during the cancellation period, you must pay us a reasonable amount, corresponding to the portion of the services already provided up to the time at which you inform us of the exercise of the right of cancellation with regard to this contract in comparison to the total scope of the service provided for in the contract.

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END OF REVOCATION

**§ 11 FINAL PROVISIONS**

1. The law of the Federal Republic of Germany applies exclusively to the business relationships between WEIßE FLOTTE SACHSEN GmbH and the customer, excluding the UN Convention on Contracts for the International Sale of Goods. The contract language is German.
  
2. Should individual provisions of these GTC be ineffective or be changed due to a contractual agreement, this does not affect the effectiveness of the remaining provisions of these GTC, unless adherence to the contract would represent unreasonable hardship for one party.
  
3. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between us and the customer is our headquarters. The same applies if the customer does not have a general place of jurisdiction in Germany or another EU member state or his/her place of residence or habitual abode is unknown at the time the action is brought.

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**Sample withdrawal form**

If you wish to cancel a contract, please fill out this form and return to:

WEIßE FLOTTE SACHSEN GmbH  
 Georg-Treu-Platz 3  
 01067 Dresden  
 E-Mail: service@sdsgruppe.de

I/we hereby revoke the contract concluded by me/WEIßE FLOTTE SACHSEN GmbH for the delivery of the following goods:

.....  
 .....  
 .....  
 .....

Name and address of the consumer(s):

.....  
 .....  
 .....  
 .....

Date: .....

Signature (necessary only on paper version)

Cross out if not applicable.