

## General terms and conditions of business

### 1. Scope

1.1 These General Terms and Conditions (GTC) apply to all contracts concluded with the end customer, hereinafter also referred to as customer, guest, fellow sailor, crew or participant. Regardless of whether the contract is concluded online, offline or by telephone

1.2 These General Terms and Conditions apply to all current and future business transactions between us and the end customer, even if they are no longer expressly referred to.

1.3 The most current version applies, which is available for download on our homepage.

### 2. Contractual partner

2.1 The booking of the sailing trip / berths / cabins charter contract is concluded with:

SIByER Charter SLU

La Degollada 54a

E- 38589 Arico Viejo Email: info@sibyer-

charter.com Homepage: www.sibyer-

charter.com

Represented by the managing directors: Ricarda Benz and Manfred Christian Schaller and the end customer who makes the booking.

### 3. Booking process

3.1 The representations, especially images, on our website are for illustration purposes only and are not a legally binding offer.

3.2 The customer selects one of the sailing trips offered there on our shop page (<https://www.sibyer-charter.com/shop/>) or via the website of one of our sales partners (affiliate function) by clicking on the corresponding "Book" button. A selection page then opens where the customer can view the name of the trip, the duration (from - to) and, if they click on the "Details" button, the trip description. If, after reading the trip description, he clicks on the "Book" button again, he will be taken back to the previous page where he can select the number of berths he would like to book. The customer is shown the individual price and the total price of the bunks he would like to book. After selecting the number of berths, the customer clicks the "Continue" button and is taken to the input mask ("registration") "name of the trip with date and price, where he must enter the data required for booking. In order to proceed with the booking, the customer must confirm that they have read and accepted the terms and conditions and the on-board rules, which they can view and download there. Once he has done this and clicks the "Book" button, if several bunks have been selected, an input mask opens to enter the names and dates of birth of the other participants for whom the customer is booking. If the customer then clicks on the "Continue" button, the booking details provided, the name of the trip, the duration (from-to), the individual price and the total price are displayed. The customer can go back to this page using the "Change details" button to change their details if necessary or cancel the booking completely. Only when the customer clicks on the "register for a fee" button will the trip be booked for a fee and in a legally binding manner. However, he will be informed beforehand about the binding nature of the booking using the sentence below.

"I confirm the accuracy and completeness of my information and register bindingly for the above-mentioned trip."

The customer only makes a legally binding booking by clicking on the "register for a fee" button.

3.3 Immediately afterwards, the customer will receive a booking confirmation by email. With this email confirmation, the booking and the "charter contract" are concluded.

### 3.4 The contract is concluded in German.

3.5 We save the contract text and the customer data online via our booking portal "Yachtoffice" and send the customer the booking data, the general terms and conditions and the on-board rules with the booking confirmation by email. The terms and conditions and on-board rules can be viewed during the booking process and on our website.

3.6 Anyone who books a bunk or cabin for another cruise participant is liable for all obligations incurred by these cruise participants. He is obliged to inform the trip participant(s) for whom he has booked about the terms and conditions and the on-board rules. The terms and conditions and the on-board rules apply without restriction, even if someone else has booked the trip. The trip participants cannot claim to have no knowledge of the terms and conditions and on-board rules because someone else has booked the trip.

## 4. Charter price / trip price / additional costs

4.1 The prices stated when booking and on our website are prices including sales tax of the country in which the service is provided.

4.2 The charter trip price includes the use of the booked berths/cabins, as well as the shared use of the general parts of the yacht, as well as the work of the skipper. Personal use of special or additional equipment on the yacht such as dinghies with outboard engines, SUP boards, surfboards, etc. are excluded and may be invoiced separately.

4.3 Each trip participant independently organizes the journey to the departure port and the return journey from the return port and bears the associated costs themselves.

4.4 All additional costs associated with the trip, such as mooring fees, transit fees, national park fees, etc.; The trip participants themselves pay for the meals on board for the trip participants and the skipper, fuel, oil, gas, water, electricity, final cleaning and waste disposal by paying into an on-board cash register, with the same share being charged to each trip participant. See point onboard cash register in the onboard rules. The skipper and people belonging to the yacht (hostess, etc.) are exempt from paying into the on-board cash register and are kept free by their fellow sailors during the trip.

## 5. Payment

5.1 The customer pays a deposit of 50% of the charter price within 10 days of receiving the booking confirmation. Payments must, if possible, be made stating the invoice number and participant name shown on the travel confirmation. We also reserve the right to charge interest on arrears. The customer is always free to prove that such damage did not occur at all or that it did not occur to the extent calculated by us.

5.2 The remaining amount of the charter price is due no later than 30 days before the start of the trip if it is certain that the trip will take place and can no longer be canceled for the reasons stated in Section 7, and must be received by us without being requested to do so. If the second payment is not made on time, we can withdraw from the contract and point 6 (cancellation) will apply. The day we withdraw from the contract determines the amount of the cancellation fee.

5.3 In the case of a short-term booking, if there are less than 6 weeks between booking and the start of the trip, the complete charter trip price is always due immediately and must be received or paid before the start of the trip.

## 6. Withdrawal of the participant, rebooking, replacement person

6.1 The participant can withdraw from the charter contract at any time. The cancellation must be made in writing either via email or by post. If the trip participant / customer cancels the booking after conclusion of the charter contract or does not start the trip, the following cancellation fees apply:

- a) up to 90 days before the start of the trip or earlier: 20% of the charter price;
- b) from the 89th day to the 60th day before the start of the trip: 40% of the charter price;
- c) from the 59th day to the 30th day before the start of the trip: 60% of the charter price;
- d) from the 29th day to the 14th day before the start of the trip: 80% of the charter price;
- e) from the 13th day before the start of the trip or no-show: 100% of the charter price.

The date of the post or receipt of the email by us always applies to the calculation.

6.2 If the trip participant cannot take the trip he has booked for personal or illness-related reasons, he can name a replacement person to take the trip in his place. However, no legal obligation can be derived from this concession.

We can object to the replacement person's entry if they do not meet the special requirements of the trip, for example for health reasons, or if their participation is contrary to legal regulations or official orders.

6.3 If a replacement person enters into the contract, then the replacement person and the original customer are jointly and severally liable for the charter price and any damage caused by the replacement person during the trip.

6.4 We generally recommend taking out travel cancellation insurance.

You have the option of taking out additional travel insurance through us, such as travel cancellation insurance, insurance to cover repatriation costs in the event of an accident or illness, travel health insurance, travel accident insurance or luggage insurance. Our contractual partner for this is Yachtpool GmbH in 85221 Ottobrunn.

We recommend taking out appropriate liability and/or accident insurance that also applies abroad, especially for trips that are associated with sporting events such as sailing trips, ski trips, etc.

#### **7. Cancellation of the trip**

7.1 We can cancel the trip if the trip cannot be carried out (e.g. due to illness of the skipper or damage to the yacht). In this case, the trip participant/customer will receive all paid amounts back to the account from which the payment came without deductions within 10 days of cancellation. Due to the cancellation, there are no further claims for damages. Expenses incurred by the customer to date for flights etc. that have already been booked will not be reimbursed. In this case, however, we offer the guest the opportunity to take the trip at another time. By mutual agreement, this can also be provided in a different area or at a different time than originally booked. However, this concession does not at any time constitute a legally binding obligation.

7.2 If we have not reached a minimum number of participants, we can withdraw from the contract up to 10 days before the agreed start of the trip to the customer if we have expressly stated and quantified the minimum number of participants in the advertisement and in the booking process and have stated the point in time by which the declaration of withdrawal should be made to the customer before must be received by the contractually agreed start of the trip at the latest. Especially if we have also clearly and legibly indicated this information in the booking confirmation.

The payments made on the charter price will be refunded to the customer immediately in the event of cancellation. Expenses for flights that have already been booked, etc. will not be reimbursed. Any further claim for damages is hereby expressly excluded.

#### **8. Execution of the sailing trip, risk and behavior of the travel participants**

8.1 Each participant takes part in the sailing trip at their own risk, as in events that have a sporting nature, not all risks can be ruled out, despite the greatest possible safety precautions. The participant is fully responsible for himself and those under his care and must independently take the necessary safety measures or those ordered by the skipper.

This applies in particular to putting on safety lines and life jackets as well as other security on and below deck and in the water. Our onboard rules apply.

8.2 All questions relating to the trip and safety on board are decided exclusively by the skipper appointed by the trip organizer.

8.3 The trip participants will help according to their abilities to complete the work that needs to be done on board. There will be a safety briefing on board before the start of the trip.

If it is essential to travel overnight, especially with the mileage trips we offer, the trip participants are obliged to keep watch at night. The cruise participants are divided by the skipper according to their sailing skills.

8.4 Unlike mile trips, the sailing trips we offer as weekly trips are not a round trip to fixed and predetermined destinations, but depend on wind and weather.

The skipper can change a planned route and a planned destination port on every trip for weather reasons or with the yacht, especially in bad weather, strong winds of more than 6 Bft and waves > 2.5 m remain in the harbor for safety reasons (weather protection). For this reason, no "travel deficiency" or claim for damages can be derived. If a predetermined destination port changes for this reason, particularly on the mileage trips we offer, there is also no lack of travel and no claim for damages. If we are unable to meet the departure and arrival times (boarding/checkout) due to weather-related reasons, especially for mileage trips, there is also no travel deficiency/claim for damages, as this is to be viewed as force majeure. The safety of the crew and the boat always comes first.

8.5 By booking, the trip participant declares that his physical and mental state of health allows him to take this trip and that he can swim in deep water for at least 20 minutes without a buoyancy aid. If there are indications that these requirements are not met, the skipper can exclude this participant from the trip. This is considered a non-show within the meaning of point 6 (cancellation). Any claim for damages is hereby expressly excluded. It is the participant's responsibility to have their family doctor check before the trip, if necessary, whether their physical constitution allows them to take part in a sports trip with the typical demands (if necessary, staying at high altitude or swimming in deep water).

8.6 The on-board rules, which can be viewed on our homepage and are sent with the booking confirmation, are binding for every guest on board and are part of these General Terms and Conditions.

We are entitled to terminate the charter contract at any time without notice and to expel the participant from the boat if the participant disrupts the execution of the trip despite our warning or violates the on-board rules to such an extent that the contractual relationship cannot be continued until the agreed date. Ending the trip with him and for the other trip participants is unreasonable. If we cancel under these conditions, we retain the right to the full charter price. Any additional costs that the participant incurs for return transport etc. will be borne by the person causing the disruption.

8.7 The trip participant must immediately notify the skipper in writing of any non-conformity that he notices during the trip, taking into account the respective circumstances, in order to give the skipper the opportunity to remedy the non-conformity. The skipper will note this accordingly in the logbook. Otherwise, no claims can later be derived from such non-conformities. If the customer culpably fails to report a defect, there will be no reduction.

8.8 If a service is not provided in accordance with the contract, the customer can request remedial action within a reasonable period of time, although we can refuse the remedial action if it requires disproportionate effort or the remedial action is generally impossible for mileage trips at sea.

8.9 Contractual warranty claims must be made to us in writing no later than one month after the contractually agreed end of the trip. After the deadline has expired, claims can only be asserted if the customer was prevented from complying with the deadline through no fault of their own or if the claims are tortious.

#### **9. Customer's obligation to cooperate**

In the event of service disruptions occurring, the customer is obliged to cooperate in order to avoid or minimize any damage within the framework of the legal provisions regarding the obligation to mitigate damage.

#### **10. Liability, limitation of liability**

10.1 Our contractual liability for damage that is not physical damage is limited to three times the charter price per trip and customer, provided that the damage was not caused intentionally or through gross negligence, or that we are solely responsible for damage suffered by the customer due to the fault of a service provider. Our tortious liability for property damage that is not due to intent or gross negligence is limited to three times the trip price. This maximum liability amount applies per customer and trip.

10.2 In general, no liability is accepted for luggage and valuables brought on board.

#### **11. Force Majeure**

If the trip is made significantly more difficult, endangered, impaired and can no longer be continued as a result of force majeure that was not foreseeable at the time the contract was concluded, both we and the customer can terminate the contract. We can demand appropriate compensation for services that have already been provided or are yet to be provided. Any additional costs that the customer incurs as a result are borne by the customer himself.

#### **12. Online Dispute Resolution**

12.1 The European Commission provides a platform for online dispute resolution (OS), which you can find at <http://ec.europa.eu/consumers/odr/>.

12.2 However, we prefer to clarify your concerns with you directly and find a solution acceptable to both parties.

#### **13. Choice of law and place of jurisdiction**

13.1 Our contracts are subject to Spanish law, excluding the four-jurisdictional norms of international private law.

13.2 The court with material jurisdiction over SIByER Charter SLU has exclusive jurisdiction for all disputes.

13.3 The ineffectiveness of individual provisions does not result in the ineffectiveness of the entire charter contract. Spanish law applies exclusively to the entire contractual and legal relationship between us and you.

13.4 The assignment of claims against us is excluded. This does not apply to the assignment of claims between family members.

#### **14. Data Protection**

The personal data provided by the customer will be processed and used electronically to the extent necessary for the establishment, implementation or termination of a legal or legal transaction-like obligation with the customer and for customer service. We comply with the provisions of the Spanish Data Protection Act when collecting, processing and using personal data.