

## **Standard Terms and Conditions**

### **I. Scope of application**

1. These standard terms and conditions apply to the rental of cabins for accommodation on board hotel ships as well as all other services performed and deliveries made in this connection by VIVA Riverside GmbH (hereinafter referred to as "VIVA RIVERSIDE") to the customer (hotel accommodation contract).
2. The subletting or re-letting of the cabins provided as well as their use for purposes other than accommodation require the prior consent of VIVA RIVERSIDE. The declaration of consent by VIVA RIVERSIDE must be in text form. The customer is only entitled to terminate the hotel accommodation contract with the statutory period of notice due to refusal of consent if the customer is a consumer; for customers who are entrepreneurs, Section 540 paragraph 1 sentence 2 of the German Civil Code ("Bürgerliches Gesetzbuch - BGB") is waived.
3. Deviating terms and conditions of VIVA RIVERSIDE's customers shall not apply, even if VIVA RIVERSIDE does not expressly object to them. Standard terms and conditions of the customer therefore only apply if this has been expressly agreed in text form in advance.

### **II. Conclusion of contract, contracting party**

1. All offers from VIVA RIVERSIDE are not binding and subject to availability.
2. The hotel accommodation contract is concluded by VIVA RIVERSIDE's written acceptance of the customer's request.
3. VIVA RIVERSIDE and the customer are the parties to the contract. This shall also apply if the customer has made the booking in his own name for a third party as beneficiary (lodging guest).

### **III. Services provided by VIVA RIVERSIDE, berth**

1. VIVA RIVERSIDE charts hotel ships for the purpose of berthing on the Rhine, its tributaries, the Danube or other waterways specified in the offer or order confirmation in order to make them available to VIVA RIVERSIDE's customers as hotel ships for accommodation during trade fairs, conferences, conventions or other events.
2. VIVA RIVERSIDE is obligated to make the cabins booked by the customer available and to provide the agreed services.
3. Where a berth is indicated in the offer and/or the order confirmation of VIVA RIVERSIDE, this information is subject to change because the berths will not have been released by the competent institutions at the time of entering into the contract. The berths are often

not allocated until shortly before the commencement of the trade fair or the stay, respectively. VIVA RIVERSIDE will make an application to the competent allocation officer to allocate the berth specified in the booking to the ship named in the booking. The allocated berth shall be the object of the contract. VIVA RIVERSIDE shall inform the customer of the allocated berth shortly before the commencement of the stay.

4. If the hotel ship designated in the offer and/or order confirmation of VIVA RIVERSIDE cannot be made available by the charter company for the booked period at short notice (e.g. due to repair work, shipyard work, etc.), VIVA RIVERSIDE is entitled to provide another hotel ship, which corresponds to at least the same category as the hotel ship designated in the booking, as a substitute. VIVA RIVERSIDE will inform the customer about the change of ship shortly prior to the commencement of the booked period.

#### **IV. Customer's obligation to pay, prices, other obligations of the customer (instructions of ship's command, smoking ban, no animals)**

1. The customer is obligated to pay the agreed or applicable prices of VIVA RIVERSIDE, respectively, for the cabin rental and all other services used by it. This also applies to services provided at the customer's request and expenses of VIVA RIVERSIDE payable to third parties (e.g. for events of third parties).
2. The agreed prices include the taxes and local charges valid at the time of entering into the contract. Not included are local charges which are owed by the guests themselves under applicable municipal law, such as visitor's tax. In the event of changes to the statutory VAT or the introduction, change or abolition of local charges on the object of performance after conclusion of the contract, the prices shall be adjusted accordingly. This applies to contracts with consumers only if the period between conclusion of the contract and contractual performance exceeds four months.
3. VIVA RIVERSIDE may make its consent to a subsequent reduction in the number of cabins booked, the services provided by VIVA RIVERSIDE or the duration of the customer's stay requested by the customer contingent on an increase of the price for the cabins and/or other services provided by VIVA RIVERSIDE.
4. The customer must follow the instructions of the ship's command as these serve to ensure the safety of the hotel ship and the guests.
5. Smoking is not permitted in any premises of the hotel ship.
6. Animals may not be taken on board. This also applies to short visits.

#### **V. Terms of payment, set-off**

1. Invoices are payable without deduction at the agreed time or, in the case of invoices without a due date, within ten calendar days of receipt of the invoice. VIVA RIVERSIDE may request at any time that the customer make immediate payment of claims fallen due. The credit entry on VIVA RIVERSIDE's account shall serve as the relevant criterion.

In the event of default of payment by the customer, the applicable law shall apply. VIVA RIVERSIDE reserves the right to prove that it suffered a greater loss or damage.

2. VIVA RIVERSIDE is entitled to demand an appropriate advance payment from the customer upon conclusion of the contract. The amount of the advance payment shall be agreed in writing in the contract. The remaining amount is payable 8 weeks before arrival. Legal regulations shall remain unaffected in the case of advance payments or securities for package tours.
3. The customer may not set off or net against a claim by VIVA RIVERSIDE unless the customer's own claim is uncontested or has been finally adjudicated.

**VI. Rescission by the customer (revocation/cancellation)/Non-utilization of VIVA RIVERSIDE's services ("no show")**

1. The customer may rescind the contract entered into with VIVA RIVERSIDE only if and to the extent that a right of rescission has been agreed upon in writing in the contract, or if any other statutory right of rescission applies, or if VIVA RIVERSIDE has expressly agreed in text form to cancel the contract.
2. If a date for the rescission of the contract at no charge has been agreed upon in writing between VIVA RIVERSIDE and the customer, the customer may rescind the contract by such date without triggering payment or compensation claims by VIVA RIVERSIDE. The customer's contractual right of rescission expires if the customer fails to exercise his right of rescission by the agreed-upon date by a declaration in text form to VIVA RIVERSIDE.
3. If no right of rescission has been agreed upon or if such right has already lapsed, or if there is no statutory right of rescission or termination, or if VIVA RIVERSIDE does not agree to the rescission of the contract, VIVA RIVERSIDE shall retain the right to the agreed remuneration despite the non-utilization of the service, unless VIVA RIVERSIDE is able to rent the cabins to other parties at comparable conditions.

This applies in particular if the customer has made the cabin booking within the framework of a trade fair or an event. The cancellation of the trade fair or event - for whatever reason - does not entitle the customer to withdraw from the hotel accommodation contract free of charge. This applies in particular to the cancellation of the trade fair or event due to an epidemic (e.g. COVID-19). Insofar as the customer withdraws from the hotel accommodation contract due to the cancellation of the trade fair or event - for whatever reasons - VIVA RIVERSIDE shall be entitled to the agreed remuneration despite non-use of the service (less saved expenses), unless VIVA RIVERSIDE is able to let the booked cabins to another party at comparable conditions.

4. In the event that the booked cabins are let to another party in accordance with Clause VI.3. above, the customer shall receive a credit note from VIVA RIVERSIDE in the amount of the price of the cabins let to another party up to a maximum of the price paid

by the customer. VIVA RIVERSIDE will deduct a handling fee of 10% of the price paid by the customer for the original booking.

## **VII. Rescission by VIVA RIVERSIDE**

1. If it has been agreed that the customer may rescind the contract at no charge within a certain period, VIVA RIVERSIDE shall also be entitled to rescind the contract during that period if enquiries for the contractually booked cabins are received by VIVA RIVERSIDE from other customers, and the customer does not waive its right of rescission upon VIVA RIVERSIDE's query to this effect within a reasonable period of time set for that purpose.
2. If an advance payment or security deposit agreed upon or requested according to Clause V.2. and/or Clause V.3. is not made or provided, respectively, even after expiration of a reasonable grace period set by VIVA RIVERSIDE, VIVA RIVERSIDE shall also be entitled to rescind the contract.
3. Furthermore, VIVA RIVERSIDE shall be entitled to extraordinary rescission of the contract for an objectively justified reason, in particular if
  - force majeure (e.g. war, epidemic, governmental restrictions, strike, storms, earthquakes, terrorist attacks, closure of waterways by the authorities, fuel supply shortage, high and low water, ice) or other circumstances exist, for which VIVA RIVERSIDE is not responsible, that render the performance of the contract impossible;
  - it is impossible to perform the contract because the authorization to berth was refused and VIVA RIVERSIDE is not responsible for such refusal;
  - VIVA RIVERSIDE has good reason to assume that the use of its service may jeopardize the smooth operation of the business, the safety or the public image of VIVA RIVERSIDE and the hotel ship respectively or the employees of VIVA RIVERSIDE, where this is not within VIVA RIVERSIDE's power of control or organizational remit;
  - the purpose of, or the reason for, the customer's stay is illegal; or
  - Clause I.2. has been violated.
4. The exercise of VIVA RIVERSIDE's right of rescission in accordance with this Clause VII. shall be effected by declaration to the customer. The declaration of rescission by VIVA RIVERSIDE must be made in text form in order to be effective.
5. If VIVA RIVERSIDE terminates or rescinds the contract for any reasons specified under this Clause VII., VIVA RIVERSIDE loses the right to claim the agreed price. If it has already been (partially) paid, VIVA RIVERSIDE shall refund the payments made without undue delay, but in any case, within 14 days. There is no right to claim additional compensation in the event of cancellation in accordance with this Clause VII.

## **VIII. Availability, delivery and return of the cabin**

1. The customer is not entitled to claim that certain cabins be made available to it, unless this has been expressly agreed upon.
2. Booked cabins are available to the customer from 3:00 p.m. of the agreed-upon date of arrival. The customer is not entitled to earlier availability of the cabin.
3. On the agreed departure date, the cabins must be vacated and made available to VIVA RIVERSIDE at 9:00 a.m. at the latest.

## **IX. Liability of VIVA RIVERSIDE**

1. VIVA RIVERSIDE is liable for intent and gross negligence - also of its vicarious agents - in accordance with the statutory provisions. The same applies to damages resulting from injury to life, body or health.
2. Subject to the provision of Clause IX.1., VIVA RIVERSIDE is liable for slight negligence - also of its vicarious agents - only in the event of a breach of essential contractual obligations as well as other obligations, the fulfilment of which is a precondition for the due performance of the hotel accommodation contract and on the compliance with which the customer relies and may rely. The liability of VIVA RIVERSIDE is, however, limited to the amount of the damage typical for the contract, which VIVA RIVERSIDE had to expect at the time of the conclusion of the contract due to the circumstances known to VIVA RIVERSIDE at that time.
3. Should any disruptions or defects occur with regard to VIVA RIVERSIDE's services, VIVA RIVERSIDE shall endeavor to remedy them upon gaining knowledge thereof or at the immediate request of the customer. The customer is obligated to contribute to a reasonable extent to the elimination of the disruption and to keep any damage to a minimum, as well as to inform VIVA RIVERSIDE without undue delay of any disruption or damage.
4. VIVA RIVERSIDE is not liable for the loss of or the damage to valuables bought in by the customer (e.g. jewelry, laptops, money, furs, etc.). VIVA RIVERSIDE recommends the use of the room safe in the cabin, where available, for valuables.
5. Claims of the customer or the beneficiary third party against the hotel shall become statute-barred upon expiry of the statutory limitation periods. Claims of the customer or the beneficiary third party against VIVA RIVERSIDE are, as a general rule, subject to a limitation period of one year from the beginning of the knowledge-dependent regular limitation period within the meaning of Section 199 paragraph 1 of the German Civil Code (BGB). This shortening of the statute of limitations does not apply to claims
  - due to an intentional or grossly negligent breach of duty by VIVA RIVERSIDE and its vicarious agents or

- due to injury to life, body or health.

In case of damage to property and financial loss caused by negligence, the shorter limitation periods shall not apply in the event of the violation of an essential contractual obligation. Essential contractual obligations are those the fulfillment of which characterizes the contract and on which the customer may rely. For damages caused by slight negligence, the shortened limitation period according to sentence 2 applies, subject to the exceptional cases mentioned in sentence 3, only insofar as no essential contractual obligations within the meaning of Clause IX.2. sentence 2 have been breached.

## **X. Miscellaneous**

1. Amendments and supplements to the contract, the acceptance of the request or these Standard Terms and Conditions must be made in text form in order to be effective. Unilateral amendments or supplements by the customer are ineffective.
2. If the customer is a merchant within the meaning of the German Commercial Code (“Handelsgesetzbuch”), a legal entity under public law or a special fund under public law, Düsseldorf shall be the agreed place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contract. Compulsory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
3. These General Terms and Conditions and the entire legal relationship between VIVA RIVERSIDE and the customer are subject to the law of the Federal Republic of Germany, excluding the rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
4. With a view to the German Consumer Dispute Resolution Act, VIVA RIVERSIDE points out that it is not participating in voluntary consumer dispute resolution. Should consumer dispute resolution become mandatory for VIVA RIVERSIDE after the printing of these conditions, VIVA RIVERSIDE will inform the customer accordingly in an appropriate manner. VIVA RIVERSIDE refers to the European online dispute resolution platform at <http://ec.europa.eu/consumers/odr/> for all contracts entered into by electronic legal transaction. VIVA RIVERSIDE is not currently participating in this voluntary procedure.
5. Should any of the provisions of these Standard Terms and Conditions be or become ineffective or void, the remainder hereof shall not be affected thereby. In all other respects applicable law shall apply.

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