

## GENERAL TERMS AND CONDITIONS

*(hereinafter: General Terms and Conditions, which is always applicable together with the agreement, contract, mandate containing the Individual Contractual Terms and constitutes an inseparable annex thereof)*

the DUNA-WESER Szolgáltató és Kereskedelmi Korlátolt Felelősségű Társaság and

**Rubin Group Korlátolt Felelősségű Társaság**

*(together and separately hereinafter: Company)*

on the general conditions of contracts for passenger shipping, passenger transport and catering activities, on the basic rules applicable when travelling on international and domestic passenger ships, as well as on our international and domestic special ships.

*(This regulation is valid: from 31st July 2023 until it is revoked or amended, but at least until 31st December 2023, and if no new amendment has come into effect, this regulation applies until the next valid amendment)*

### 1. Scope of the Regulations

DUNA-WESER Szolgáltató és Kereskedelmi Korlátolt Felelősségű Társaság (hereinafter: **DUNA-WESER Kft.** or **Company**, registered office: 1137 Budapest, Szent István körút 26. 2nd floor 15/b., company registration number: 01-09-293625), and the Rubin Group Korlátolt Felelősségű Társaság (hereinafter: **Rubin Group Kft.** or the **Company**, registered office: 1137 Budapest, Szent István körút 26. 2. emelet 15/b., company registration number: 01-09-274932), and all those in a legal relationship with them for transporting passengers (passengers of individual and group trips, participants of funeral ceremonies, *hereinafter together: Passenger*) are the provisions of these Regulations, if DUNA-WESER Kft. and Rubin Group Kft. and the passenger are not otherwise agreed in the contract governing the legal relationship in the Individual Contractual Conditions.

The provision of passenger transport and catering services are provided by a ship owned by DUNA-WESER Kft. (*its sole property is the ship Ludwig, the ship Rubin, the ship Rapszódia, the ship Szent László, the ship Onyx, hereinafter referred to collectively as: Ship*), but Rubin Group Kft. is the responsible for the management of catering services, during the performance of its activities, *Act V of 2013 on the Civil Code (hereinafter referred to as Civil Code), Act XLII of 2000 on water transport, Act CLV of 1997 on consumer protection, Act ("Ftv") 261/2008 on the conditions of water passenger transport (XI.3) Government Decree ("VSZF")* and the provisions of these Regulations shall govern.

### 2. Creation of a legal relationship

A passenger transport contract and based on that a legal relationship regarding passenger transport is created if the Passenger:

1. purchased the ticket (in person or online, or on the spot with a bank card), and
2. the passenger transport has been ordered in writing and confirmation of the acceptance of the order has been received by the customer, the Customer and the Company have accepted the contractual conditions (both the Individual and General Terms and Conditions, as well as the Price Offer and the accompanying Budget), the contract has been validly concluded and is applicable.

If the Passenger does not act personally, but a third party orders the passenger transport on his/her behalf (e.g. a Passenger coming to a private event or participants in a funeral ceremony) or other related services, the Company does not investigate whether the third party legally represents the Passenger (or Passengers). Once the order is placed, the third party becomes the Company's contractual partner pursuant to the 6:136. § provisions of Civil Code.

In case of a person travelling without a ticket, at the moment of starting to board the ship, based on behavior indicating that, the legal relationship regarding passenger transport is established between the Company and the person starting to board the ship, to whom the rules of the General Terms and Conditions apply in the same way as those who enter into a contract with the Company in writing or by purchasing a boarding ticket.

### 3. The Company's obligation

The Company is obliged to transport those, who present a valid ticket or voucher (passengers of public events, unlimited drinks trips) for the duration and entire length of the trip, including boarding and drop off, the Customer (guests and Passengers of private, private and corporate events), its guests, relatives for the duration of the cruise, if

- passenger transport is not prohibited by law or official regulation;
- passenger transport is possible with the available ship;
- passenger transport is not hindered by circumstances that can be blamed on the Passenger, or that the Company cannot avoid, or that cannot be prevented by the Company (*including cases of vis maior*).

The Company will notify Passengers directly of the obstacle that has arisen or of the imposed official restriction at the ship's station (port 0, i.e. zero), by mobile phone number, or by e-mail. After this has been published, the Company is entitled to cancel the cruise, but obliged to refund the price of the paid ticket (fare or commission and/or boat charter fee) to the Passengers.

The Company refunds travel fares in the following cases of vis maior, which circumstances cannot be blamed on the Company and are beyond the Company's responsibility, so the cases of vis maior in particular are:

- flow lock,
- an accident of another watercraft,
- collision with another watercraft due to its fault,
- official action,
- border closure,
- bomb or ammunition clearance,
- extreme weather,
- strike,
- low water level or flood
- dangerous driftwood,
- port lock,
- quarantine, epidemic,
- obstruction due to the influence of another passengers,
- crime,
- terror attack,
- sickness of shipping crew,
- sudden illness of a passenger,
- military operations, military exercises,
- war, acts of war,
- mine danger,
- bridge or water construction works,
- failure of a channel or lifting device or sluice,
- water leakage into the hull due to external conditions,
- fire,
- other unavoidable external cause.

Due to a travel obstacle, no further claim can be made against the Company beyond what is written in the previous paragraphs.

### 4. Obligations of the passenger

At the port, Passengers and their companions may only enter the area opened for them; persons excluded from passenger transport may not enter the port area, nor may objects excluded from passenger transport be brought into the area.

On the ship, Passengers may only enter the area opened for them. It is forbidden to engage in activities that disturb other Passengers, the work of the port, or the ship's crew at the port and on the ship, as well as smoking outside the designated area. Smoking is **FORBIDDEN** in the closed passenger compartment of the ships, as well as in other closed spaces of the ship (e.g. restrooms).

It is forbidden to pollute, contaminate, or damage the port, as well as the ship and its equipment. Anyone who pollutes, contaminates or damages the port, or the ship, or their equipment, is obliged to pay the costs associated with cleaning and disinfecting, as well as to compensate the entire damage caused. After boarding the ship, Passengers are obliged to comply with all regulations and safety instructions of the ship's driver. The Company is only obliged to fulfill its obligation to transport passengers based on the order if the Passenger presents a valid ticket.

**It is especially FORBIDDEN:** jumping into the water (*otherwise it will result in police proceedings and fines, if the Passenger does so*), threatening to jump into the water, leaning out of the window, dipping into the water, carrying out an act dangerous to oneself and the public, encouraging another Passenger to jump into the water, deliberately pushing into the water Passenger. The passenger expressly accepts that if he carries out one of the above actions, in addition to the police report and fine, he is liable to a further penalty of **EUR 3,000, i.e. three thousand euros** (*The parties note that the EUR/HUF conversion: on the day of the act occurs at the daily MNB exchange rate*) **to pay the Company!**

The passenger accepts and acknowledges that **it is forbidden to pollute, contaminate, or damage the port, as well as the ships and their equipment.** If the port, as well as the ships, or their equipment is polluted, contaminated or damaged by the Passenger, the Passenger is directly responsible and obliged to pay the costs associated with cleaning and disinfecting, as well as to compensate the full damage. The Company shall not be liable for damages resulting from the failure or non-fulfillment of all the conditions listed above.

In the event of a water transport accident or water transport event, the Passenger is obliged to follow the instructions of the ship's crew. The Passenger is obliged to always comply with the laws applicable regarding travel, as well as the laws of the host country. Costs and damages

resulting from failure to do so shall be borne by the Passenger.

If the Passenger does not comply with his appearance and other obligations within the deadline, the Company's obligation to transport passengers only exists if it does not jeopardize the Company's fulfillment of its obligations towards other Passengers, e.g. the scheduled departure of the ship.

#### **5. Restriction of travel, exclusion from travel**

You may not travel on the Ship, or may be excluded from the trip:

- the person who arrives in such a drunk state that his ability to discern is therefore restricted;
- who behaves scandalously or otherwise disturbs other Passengers with their behavior;
- who has an infectious disease;
- who, by their behavior, violates or endangers the safety of traffic, the physical integrity and health of themselves or other Passengers, the integrity of the vessel or its equipment;
- who does not comply with other regulations regarding the behavior of Passengers;
- travels with an invalid ticket and does not present a purchased ticket during inspection;
- who may contaminate the vehicle, the clothes of his/her fellow passengers or the Passengers' luggage with his/her clothes, luggage or in some other way.

After departure, the captain of the Ship is entitled to take the Passenger out at the nearest port if the above reasons exist. Disabled passengers and children under the age of 14 can travel on the ship only with an accompanying person. Boarding a watercraft unaccompanied is considered a declaration that the passenger is over 14 years of age. The Company transports the Passenger who falls ill or has an accident on the way to the nearest port, where the patient can receive the necessary medical care. The passenger acknowledges that if he/she is under the age of 18, he/she cannot be served with alcohol (*his identity and age can be checked based on the requested documents!*)

In case of suspected infectious disease, the Company isolates the Passenger from other Passengers if possible. A Passenger who has been dropped off from a watercraft due to abnormal behavior that can be blamed on him/her may not claim back the paid fare or other fees.

The Company may refuse to transport passengers if the number of Passengers boarded on the vessel (*the ordered or produced Ship*) has reached the authorized number of Passengers or the number of persons that can be transported safely as determined by the Company.

#### **6. Schedule, travel time**

The Company's ships operate according to the published schedule for pre-announced public events and cruise ships with unlimited drinks. If the journey is not significantly shorter or longer, the Company shall only be liable for any resulting damages if the delay can be traced back as the Company's fault.

#### **7. Fares and types of Travel, ordering and negotiating reservations**

The fees for boat charter, travel and catering are detailed in the Special Terms and Conditions of the contract concluded by the Company with the Passenger or its Principal or Customer, as well as in the announcements published on the Company's website and at intermediary companies (in the case of tickets for public programs and cruises).

It is only possible to serve food and drink brought by the Customer to the Ship with the permission and consent of the Company (it is recorded in the Individual Terms and Conditions), provided that the Company's consent does not extend to the obligation to fulfill the warranty.

The Company does not support cash payment, and in case of on-site payment, it excludes its possibility.

It is possible to start boarding the ordered, booked and paid for Cruise in accordance with the agreement between the Parties before departure.

Items that cause accidents, damage or pollution, and the transportation of which is prohibited by law or official regulations, may not be transported on the Company's Ships.

The Passenger is responsible for the safekeeping of luggage and packages brought onto the Ship, in case of their loss, disappearance, theft, etc. the Company is not responsible.

Bicycles, bicycle trailers, electric bicycles, and scooters CANNOT be transported on the Ship, the Passenger must ensure their safekeeping at the port, which the Company is neither entitled nor obliged to ensure.

On designated cruises, small dogs (up to 5 kg) can be transported with a leash and muzzle only on the upper, open deck.

#### **7.1. Our public programs Danube cruise type Travel rules:**

Trip definition: 1 hour and 15 minute cruise on the Danube, including unlimited drinks announced in advance, starting from port 0 (i.e. zero) in the south direction, then returning to port 0. Music ensures a good mood during the trip.

Ticket purchase and payment: fare purchased and paid online, paid by

bank card directly to the Company or through ticket sellers (*hereinafter: fare*). The purchased ticket can be changed to another date or cancelled depending on the availability of seats within 24 hours before the trip at the latest on the internet interface where the ticket was purchased.

**The planned departure can be delayed by 3 minutes** in order to successfully board passengers who may arrive late.

The Company's cruise ticket prices include VAT. The Company will issue an invoice for the purchased ticket within 5 days after the trip in accordance with the Passenger's request, but is not obliged to do so.

## **7.2. Travel rules for private, group, company or private events:**

Definition of trip: The customer directly contacts the Company (*collectively: Parties*) only in order to provide a boat rental or boat rental and catering (*or without that only rental*) services.

The Parties briefly discuss the details of the event with each other via email or phone, then finalize each other's needs in writing, conclude a contract with each other by recording the Individual Contractual Conditions, and finally the Customer pays in advance the full fee (and additionally the reorder fee) according to the Individual Contractual Conditions (if the Customer also wishes to use the catering service and orders it) and Rental fee.

Order, conclusion of a contract: The Parties enter into a written contract with each other in order to record the Individual Contractual Terms, which form an annex to the present General Terms and Conditions accepted and approved by the Parties. The Company will immediately process the inquiry addressed to them and begin the consultation regarding the reservation with the Customer, confirming it in writing. In the absence of confirmation, no contract is formed between the Parties. Both parties specifically must come to an agreement in order to clarify and finalize the details of the service (clarification of Individual Contractual Conditions), in order for the Company to be able to act in order to satisfy the

Customer's needs and perform at the highest level expected of it.

The order must include the following information: the name of the group, the name and details of the Customer, the number of passengers, the name of the ship agreed upon by the parties with regard to the number of people and the type of event, mooring requirements during the journey, the date of the trip, departure and arrival times (year, month, day, hour, minute), designation of other service requirements, the customer's requirements for other services.

If the Customer does not use the chartered ship within 1 (one) hour after the departure time confirmed by the Company, and does not inform the Company of obstruction and does not excuse himself, then the Company is entitled to use the chartered ship for other purposes.

Payment: By bank transfer in advance against a proforma invoice. The reservation for a cruise becomes final only upon payment. If the bank transfer is not made by the deadline - which payment deadline is fixed by the Parties in the Individual Terms and Conditions - the reservation will be cancelled automatically, and the Company is not obliged to inform the Passenger or Customer about it. The Company is entitled to sell the reserved but unpaid Cruise to another party.

All Passengers are entitled to event organizer liability insurance from the time they board the ship to the time they leave the ship.

## **7.3. Rules for travelling during a funeral ceremony**

Travel definition: The funeral service provider (mortician) has a contractual relationship with the family and relatives of the deceased, who entrust the funeral company with the organization of a funeral on the Danube, so the funeral company enters into a partner agreement with the Company in order to provide the boat charter and, if necessary, the catering service. The Company provides the agreed Ship for the day of the event, and also provides hospitality in case of requests and orders.

Contract conclusion: The mortician has a contractual relationship with the family, while the Company has a relationship with the mortician based on a partner agreement to provide the Ship and support the event.

Payment: The mortician is obliged to pay for the boat rental and catering service against the invoice, based on the provisions of the partner agreement concluded with each other.

All Passengers are entitled to event organizer liability insurance from the time they board the ship to the time they leave the ship.

## 8. Cancellation conditions, termination

Any party, the Company and the Passenger, are entitled to withdraw from the contract, as long as it is done without significant damage to the other party and at a time when it does not cause any particular economic disadvantage to the other Party. The parties state that they are obliged to settle accounts with each other in the event of cancellation or termination of the contract in any way.

Considering that the Company has several different contractual legal relationships with Parties (*e.g. public event, cruise with unlimited consumption, Private, private and corporate events, as well as funeral ceremonies*), the Individual Contractual Conditions applicable to the given assignment always apply primarily, these General Terms and Conditions shall only be applied secondarily in an auxiliary manner.

In the event of vis major (see point 3), the Company is entitled to cancel the provision of the service at a time when it does not yet cause damage to the Customer or Passenger, but at the same time it is obliged to settle with the Customer.

In case of cancellation by the Customer, the bank costs of the return transfer shall be borne by the cancelling party.

**8.1. In the case of public cruises with unlimited drinks,** cancellations and modifications are possible in accordance with the provisions of point 7.1.

**8.2. In case of private, individual, group, company or private events,** the cancellation is determined by the Company as follows:

In the event of termination by either party after signing the contract containing the Individual Terms and Conditions, *excluding cases of vis major*, or in case of cancellation, the terminating/cancelling party is obliged to compensate the contracting party for the full damage caused by the termination or cancellation, as well

as the following must pay a cancellation fee (hereinafter: **earnest**) within 15 (fifteen) days from the occurrence of the circumstances giving rise to the cancellation, as follows:

- in case of cancellation or no-show within 30 days prior to the departure of the Ship, the earnest is 100% of the Rental Fee and 100% of the Commission Fee;
- between 31-60 days before the ship's departure, in case of cancellation, the penalty is 70% of the Rental Fee and 70% of the Commission Fee;
- in case of cancellation after the 61st day prior to the departure of the Ship, the penalty is 15% of the Rental Fee and also 15% of the Commission Fee.

**8.3. To the termination of a partner agreement concluded for the organization of a funeral event and boat charter,** the provisions of Act V of 2013 on the Civil Code relation to commission contracts shall apply. Parties pay attention to each other's economic interests and try to maintain a long-term and good economic relationship.

Cancellation, termination must be communicated to each other in writing and immediately by e-mail or telephone in the possibly fastest way.

The Company's e-mail address is: *info@rubingroup.hu*, but those set in the Individual Terms and Conditions must be used as a basis, if a different address has been specified there.

## 9. Advertising

The external and internal surfaces and advertising media of the Ships are owned exclusively by the Company. This can only be deviated from on the basis of a separate written agreement, which is what the definition of the Individual Contractual Condition is for.

## 10. Liability

The Company is liable for damages incurred during the legal relationship of passenger transport in accordance with the provisions of these Regulations. As legislation, the Civil Code rules applicable to the company are the governing rules. The Company's liability for damages is up to 100% of the paid fare or business fee (rental fee and service fee).

If the passenger transport (*for all types of travel, public events, cruises, other private events, funeral services*) is affected or thwarted by vis major circumstances specified in these business regulations, or not stated therein, but which qualify as vis major (*see point 3 in detail*), the Company is not responsible for cancellations or incorrect

performance of the passenger transport contract due to these reasons, and it is not possible to refund the paid fare, rental fee and service fee.

### 11. Rules for filing and handling complaints

Complaints and notifications arising from the passenger transport legal relationship (hereinafter: complaint) **must be sent to the Company in writing by email (info@rubingroup.hu) by 10:00 a.m. the day after the end of the trip.** This time limit is specifically of a forfeiture nature. You can make comments by sending them directly to the Company's email address. The passenger is responsible for the damage resulting from the delay in communication.

The Company responds to a written complaint as follows: the complaint can be submitted in writing in the following ways, in addition to attaching a copy of the ticket and all other documents produced: **a)** by post to the address of the Company's complaint handling location: 1137 Budapest, Szent István körút 26. 2nd floor 15/B, AND at the same time **b)** via e-mail to [info@rubingroup.hu](mailto:info@rubingroup.hu). The Company shall provide a reasoned response to the written complaint within 30 (thirty) days.

### 12. Limitation

All claims against the Company arising from the passenger transport contract expire after 6 months at the latest, if

these Terms and Conditions do not specify a shorter time limit.

### 13. Law and Litigation

Hungarian law applies to the settlement of disputed issues.

For the resolution of any dispute arising from an agreement, contract concluded under the scope of these Regulations or in connection therewith, in relation to its breach, termination or validity or interpretation, the parties submit to the decision of the competent court according to the registered office of the Company, but above all they attempt to resolve all disputes amicably with each other.

The Terms and Conditions of the Individual Contract concluded with the customer or passenger take precedence over these Regulations, to which these General Terms and Conditions form an annex.

### 14. General Terms and Conditions, Publication of Business Rules

The Company publishes the effective Terms and Conditions and General Terms and Conditions on its website in their whole length. The Terms and Conditions published on the website contain the effective text with amendments, indicating its validity period.

**Among other things, our company uses the following signs and warning signs on board our ships for the sake of safe transport and travel, which must be adhered to:**

