

## **General Terms and Conditions (GTC)**

Please read our GTC in any case. By placing an order (reservation, booking, etc.) or signing our participation declaration, you confirm that you have understood and accept our GTC.

### **GENERAL**

#### **Contracting party**

Based on these GTC, the contract between the customer and the diving school MarelinoSub Snc di Weber Beat & Schlumpf Anina, Via Merano 8, Studio GSPEO, IT-39011 Lana (BZ) (hereinafter referred to as MarelinoSub) is concluded.

#### **Subject of the contract**

This contract regulates the sale of new goods and diving accessories as well as services in the field of diving, swimming, diving courses, repairs, revisions and fillings by MarelinoSub.

#### **Offers / Services**

All offers of MarelinoSub are subject to change and non-binding. The offers are directed only to persons of full legal capacity. All services by MarelinoSub are exclusively based on these terms and conditions as well as the respective service description in its version at the time of the conclusion of the contract. Other regulations will only become effective with a written agreement between MarelinoSub and the respective customer. Verbal side agreements are not valid.

Terms and conditions by the customer shall not become part of the contract, even if MarelinoSub does not explicitly object to them and the contract is nevertheless executed or if the customer declares that he only wants to conclude the contract on his terms.

Employees of MarelinoSub cannot make any agreements that deviate from the service descriptions and tariffs, in particular they cannot give any assurances.

#### **Obligations of the customer**

The customer is obligated to truthfully provide the information necessary for the execution of the contract and to fill out all forms. If data of the customer changes during the contract period, especially name, address, e-mail address, telephone number, the customer is obliged to forward these changes to MarelinoSub.

The customer shall provide all necessary cooperation so that MarelinoSub can perform the contractual services. If the customer gives false information, MarelinoSub can withdraw from the contract. The withdrawal shall be made in writing, the written form is also met by sending an e-mail. The services provided by MarelinoSub up to that point will be invoiced.

The customer confirms by his signature on the declaration of participation or by a written reservation or booking with MarelinoSub to accept the payment and respective service conditions, the published tariffs as well as the general terms and conditions of MarelinoSub.

### **Liability of MarelinoSub**

MarelinoSub is liable for damages caused by MarelinoSub or its employees, regardless of the legal reason (e.g. non-fulfillment, subsequent impossibility, delay, warranties, culpa in contrahendo, breach of collateral duty or tort) only if they are caused by intent and/or gross negligence.

MarelinoSub does not guarantee that services of third parties are always free of defects. A claim for damages by the customer is excluded if MarelinoSub cannot fulfill the obligation because the suppliers, service providers or service providers (e.g. for diving trips and diving tours) have not delivered properly without MarelinoSub's fault, or because the delivered goods or promised services do not correspond to the contractual condition.

MarelinoSub is not liable for any direct or indirect damage, which is undertaken by the use of offers in connection with data transfers from and to the website of MarelinoSub.

MarelinoSub shall not be liable for any damage caused by force majeure, environmental and weather influences or any other occurrences for which MarelinoSub is not responsible. The same applies in case of energy or raw material shortages, labor disputes, official decrees, traffic or operational disruptions.

If the customer has contributed to the occurrence of a damage by culpable behavior (e.g. by violation of his duties to cooperate), the principles of contributory negligence shall determine the extent to which MarelinoSub and the customer shall have to bear the damage.

### **Data Protection**

MarelinoSub processes personal data only with the knowledge and consent of the customer in compliance with the applicable data protection regulations. The personal data received from the customer will be collected, processed and used exclusively in connection with the contract concluded with the customer, as far as they are necessary for the establishment, arrangement or modification of the own, as well as the mediated business relationship.

MarelinoSub is entitled to transmit this data to contracted partners, as far as this is necessary to process bookings, reservations, or the shipment of goods. Upon request, the customer receives free information about the personal data stored about him.

### **Prices and invoices**

All prices are quoted in Euro, payments are accepted only in Euro. All amounts in MarelinoSub's price list are gross amounts including the applicable VAT. With changes to the prices on our website, all previous price lists lose their validity.

Any objections of the customer against MarelinoSub's invoice must be raised in writing to MarelinoSub within 2 weeks after receipt of the invoice. If the customer fails to raise an objection in time, this shall be considered as approval of the invoice amount.

As far as MarelinoSub offers additional services without charge, MarelinoSub reserves the right to discontinue these services without the customer being able to assert any claims. Furthermore, MarelinoSub reserves the right to extend, change and further improve services.

The offer "Dive" is a legal service package consisting of several individual parts, for which a total price is generally demanded and paid, unless otherwise agreed in writing between MarelinoSub and the customer, regardless of whether all individual services are actually purchased.

#### **Cancellation periods and fees for booked courses, seminars and services**

- Cancellation up to 30 days prior to the start of the service: no costs.
- Cancellation 29 to 7 days before the start of the service: 20% of the course costs.
- In case of cancellation 6 days before the start of the service: 50% of the course costs.
- In case of no-show without cancellation: 75% of the course costs.

If a participant cannot finish a course, e.g. due to health reasons, MarelinoSub will charge for the services/dives received up to that point. If a course registration has been made before the start of the course (access to the online theory) this registration will be charged in any case.

## **DIVING SERVICES**

### **Participation in a diving program**

To prove his diving experience, each client must show a valid diving certification and a logbook. An online proof will be accepted by Marelinosub as equivalent.

### **Participation in a diving course**

The customer who participates in a diving course understands that after registration he will receive the corresponding service. The diving instructor agrees to comply with the standards of the training organization valid for the respective course, which are part of the training contract. However, certification can only be granted if all performance requirements applicable to the respective course are met. The customer is especially obliged to carry out the self-study given by the instructor carefully within the agreed time limit, to prepare adequately for the theory and practical lessons or to be on time for all course dates and to clarify all topics not understood by asking questions.

The customer also acknowledges that if he/she does not pass the exam in the scheduled time, Marelinosub may charge an appropriate additional final fee for any theory or practical lessons that exceed the scheduled required training time. There is no right to free additional training.

### **Personal responsibility of the customer**

Every customer who takes part in a diving training or a diving program of Marelinosub dives on his own responsibility! Basically it is forbidden to dive alone. Participants in a dive must always stay together, descend and ascend together and only separate from their dive partners at the starting point (beach, boat, etc.). The same applies to assigned dive partners. The client agrees to abide by all diving rules and safety standards and not to dive deeper than is appropriate for his/her level of training/pre-vetting. The maximum diving depth for recreational divers is 40 meters. Diving equipment suitable for the environment must be used.

### **Minors**

Minors divers over 10 years old can participate in diving courses or diving programs only with a declaration of consent from their legal guardian.

### **Diving safety**

The safety of diving is only guaranteed if all the equipment is fully functional. The proper condition of the diving school's own diving equipment is regularly and carefully checked by Marelinosub. This circumstance does not release the customer from the obligation to convince himself of the completeness and functionality of the equipment used before each dive.

The customer must carefully and professionally check the condition and completeness of his own diving equipment before each dive or have it checked, he is exclusively liable for his own equipment. The equipment must comply with the respective valid EU standards. Diving equipment adapted to the environment must be used.

During the dives, as well as the activities which are carried out in the context of the diving education, the instructions of the diving instructors and their assistants are to be obeyed. Failure to do so will result in exclusion from the diving activities. In this case there is no right to reimbursement of the training costs or aliquot shares.

During the participation in a diving program of Marelinosub the consumption of alcohol is forbidden 12 hours before a dive. The use of medication must be reported to the instructor before the dive. The consumption of drugs is also prohibited. Violations will lead to exclusion.

### **Liability of the customer**

The customer is liable during the course for the objects provided to him by Marelinosub. In case of theft, loss or damage, the customer must pay for the replacement or repair of the items. This also applies to joint excursions and guided dives.

### **Withdrawal from the course**

A withdrawal from the contract before the beginning of a diving course will only be accepted if a substitute participant is procured by the customer or if there are medical reasons (please provide a medical certificate) or other unavoidable reasons against participation. In these cases, there is no right to a refund of payments made.

### **Trial dives**

"Trial dives" are basically conducted by Marelinosub in the so-called confined open water. The customer who wants to participate in "trial diving" must be at least 8 years old at the time of participation. Before the start of the "trial diving" the customer receives an instruction and has to fill in a consent form and a medical questionnaire. If the customer is a minor, the signature of a parent or guardian is required.

## **FINAL PROVISIONS**

### **Other provisions**

MarelinoSub is entitled to amend or change these General Terms and Conditions at any time. Changes to the General Terms and Conditions during an ongoing contract will be communicated to the customer before they come into effect. If the customer objects to the adjusted terms and conditions, the diving school is entitled to terminate the contract at the time when the changed/amended terms and conditions are to come into effect.

### **Place of performance**

The place of performance of our services is basically our place of business in Lana (BZ) or our second place of business Capoliveri (LI) in Italy.

In case of linguistic ambiguities regarding translations of the homepage, the course descriptions and the General Terms and Conditions of MarelinoSub or in case of other doubtful cases and interpretation problems, the German text version shall be the last binding version.

### **Salvatory Clause**

If any provision of this contract is or becomes invalid, all other provisions shall remain valid. The offending clause will then be replaced by another that comes close to the original - this also applies accordingly in the event that there is a loophole.

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