

## **General Mediation Conditions of Poseidon Expeditions GmbH**

### **1. Mediation of an Individual Service**

Poseidon Expeditions GmbH ("Poseidon") merely functions as an intermediary between the customer and the airline or the hotel as a contractual partner of the contract of carriage/accommodation agreement for the flight arranged for the customer or an individual tourist service (e.g. hotel accommodation). As an agent for an individual service, Poseidon is not subject to the package travel law of §§ 651a et seq. of the German Civil Code (BGB) in this respect.

### **2. Conclusion of an Agreement**

By registering, the customer concludes an agency agreement as well as the conclusion of a contract of carriage with the airline or an accommodation contract with the hotel. Poseidon will then inform the customer about the conclusion of the contract with the booking confirmation on a permanent data carrier, e.g. by email/email attachment.

### **3. Rescission, Cancellation Compensation, Rebooking**

The customer may withdraw from the contract of carriage or the accommodation contract before commencement of the flight/stay. If the customer withdraws from the contract, Poseidon shall be entitled to claim a specifically calculated compensation, taking into account both the compensation for cancellation claimed by the airline (or hotel) and the expenses incurred by Poseidon, and shall provide the customer with specific figures and evidence of these upon request. Saved expenses are taken into account. The customer shall have no legal claim after conclusion of the contract on changes regarding the booked flight (rebooking). In agreement with the airline, Poseidon may only make changes to bookings with its prior consent. The customer will then be informed in advance of any costs incurred as a result of a rebooking.

### **4. Liability**

Poseidon shall be liable for intent or gross negligence. In the event of slight negligence, Poseidon shall only be liable if an essential contractual obligation (cardinal obligation) is breached. Claims for damages against Poseidon are always limited to the damage foreseeable at the time of conclusion of the contract according to the type of service as a possible consequence, typical for the contract, in the event of a slightly negligent breach of contractual obligations. All limitations of liability mentioned do not apply to compensation for damages due to injury to life, limb and health.

### **5. Miscellaneous**

The contractual relationship between the customer and Poseidon shall be governed exclusively by German law.

#### Mediator:

Poseidon Expeditions GmbH, Managing Director: Elena Termer, Große Elbstr. 42, 22767 Hamburg, Germany, Register Court Hamburg Local Court: HRB 133031, VAT ID DE296484813, Telephone: +49-40-75 66 85 56, Email: [hamburg@poseidonexpeditions.com](mailto:hamburg@poseidonexpeditions.com); Internet: [www.poseidonexpeditions.de](http://www.poseidonexpeditions.de), Main features of the service: Mediation of individual services, travel agent liability insurance: – HDI Versicherung AG, HDI-Platz 1, 30659 Hanover – Scope of insurance: worldwide. German law shall apply to the contract: see section 5.