

## **General Terms and Conditions of the Berliner Unterwelten e.V.**

(June 8, 2021)

### **§ 1 Scope of Application**

(1) The following General Terms and Conditions (hereinafter referred to as "GTC") apply to all legal relationships between the Berliner Unterwelten e.V. (herein after referred to as "BU e.V.")

Brunnenstraße 105  
13355 Berlin

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Email: buero[at]Berliner-unterwelten.de

Authorized representatives (board of directors):  
The board of directors is composed of the chairman, Dietmar Arnold, and deputies, Melita Ersek and Jürgen Wedemeyer.

Register of association:  
The BU e.V. was registered with the Berlin Charlottenburg Local Court in the register of associations on December 5, 1997, under the registration number VR 17912B Place of jurisdiction is Berlin.

and our customers, i.e.:

- (a) the participants (hereinafter referred to as "Participants") in BU e.V. events (hereinafter referred to as "Events") and
- (b) the buyers of goods in our online shop at [www.berliner-unterwelten.de](http://www.berliner-unterwelten.de) (hereinafter referred to as "Buyers").

The GTC apply to all customers (e.g., consumers, businesspersons, merchants).

(2) These GTC distinguish between the following kinds of Events:

- Events (on-site or as a virtual tour via the Internet) with individual Participants (e.g., public tours, special tours, exhibitions, and other Events);
- Seminars (in particular educational seminars) with individual Participants;
- Group Events (on-site or as a virtual tour via the Internet) (e.g., group tours, group seminars, guided group tours through exhibitions) with groups of Participants.

Special provisions may apply to Seminars, Group Events or orders in the online shop (this will be made clear in the respective provisions).

(3) All agreements between the customers and us can be found in these GTC, our offers (e.g., in the case of Group Events and Seminars), our

confirmations and our acceptances. If entry tickets are bought through external providers, the general terms and conditions of such external providers may additionally apply; see § 2 (1). For virtual tours, the general terms and conditions of such external providers used by the BU e.V. for realizing the tour may apply.

(4) The GTC in the version effective at the time of the execution of the contract is the legally relevant version.

(5) Deviating terms and conditions of the customer shall not be accepted. This also applies even if we have not expressly objected to the applicability of such terms and conditions of the customer.

## **§ 2 Conclusion of contract**

(1) Events with single Participants (this does not apply to Group Events and Seminars; for such events, see the following sections):

The contract with single Participants for Events is concluded through the sale of an entry ticket as follows:

Entry tickets can be bought at our public ticket counters (in particular our ticket pavilion at Brunnenstraße 105, 13355 Berlin), our online ticket shop on the website [www.berliner-unterwelten.de](http://www.berliner-unterwelten.de) or for special events through online platforms of distribution partners, such as [www.visitberlin.de](http://www.visitberlin.de). If the customer buys entry tickets through external providers, in addition to our GTC the general terms and conditions of the external providers may apply (such general terms and conditions will be made available to the customer at the time of conclusion of the contract by the external provider).

Entry tickets are only valid for the event, date, and time specified on the ticket.

Entry tickets are excluded from any return or revocation. The right of cancellation is excluded for the sale of entry tickets via the ticket shop or our distribution partners according to § 312g II Nr. 9 BGB (see § 10 regarding the right of cancellation).

With respect to the payment conditions, see § 3 (1).

(2) Group Events:

The presentation of group events on our website does not constitute a legally binding offer for the conclusion of a contract.

The contract with the Participant(s) for Group Events shall be concluded in writing as follows:

Interested parties may send us an inquiry for a Group Event through the respective online contact form on our website. This inquiry is not legally

binding and does not constitute a binding offer for the conclusion of a contract for a Group Event.

After filling out the online contact form, the interested party will click on the button "Check entries". After clicking on this button, the interested party will be led to a page with an overview of his/her entries and has the chance to check his/her entries. At the end of the page, the interested party may choose between the button "Back to form" in order to make corrections, or the button "Confirm", in order to send the online contact form to us.

We will confirm the receipt of the online contact form immediately by email. Such email does not constitute a binding offer for the conclusion of a contract for the Group Event, unless such offer is expressly declared in the email in addition to the confirmation of the receipt. If such an offer is not made, we will send a binding offer for the conclusion of a contract for a Group Event to the interested party in a separate email (in exceptional cases also by regular mail).

Alternatively, interested parties may contact us by telephone, email, fax, regular mail, or personally with respect to a Group Event. On request, we will send the interested party a written offer.

In order to accept the offer, the interested party shall sign the offer and send it back to us. After receipt of the signed offer, the contract with the signing party specified in the offer is concluded. This signing party is the contract partner. We will send an invoice for the entire amount to the contract partner as the invoice recipient.

If a contract for the Participants is to be concluded on behalf of a group of Participants as the contract partner, this must be made clear when the inquiry is made; the group must be clearly identified (name, legal form, address, in the case of partnerships with the names and addresses of all members). The acceptance of the offer has to be signed on behalf of and with a valid power of attorney for the group by the legally authorized representatives of the group. We will send an invoice for the entire amount to this group as the invoice recipient.

In general, our offers for Group Events are binding for us for the acceptance period stated in the offer. If no acceptance period is stated in the offer, our offers are binding for an acceptance period of 30 days after the offer is made (the date of the offer is relevant). We must receive the acceptance of the Participant within this acceptance period.

The contract with the Participant is only valid for the event, date, and time specified in our offer.

With respect to the payment conditions, see § 3 (2).

(3) Seminars:

The presentation of Seminars on our website does not constitute a legally binding offer for the conclusion of a contract.

The contract with the Participant for Seminars shall be concluded in writing as follows:

Interested Participants may send us an inquiry for a Seminar through the respective online contact form on our website. This inquiry is not legally binding and does not constitute a binding offer for the conclusion of a contract for a Seminar.

After filling out the online contact form, the interested party will click on the button "Check entries". After clicking on this button, the interested party will be led to a page with an overview of his/her entries and has the chance to check his/her entries. At the end of the page, the interested party may choose between the button "Back to form" in order to make corrections, or the button "Confirm", in order to send the online contact form to us.

We will confirm the receipt of the online contact form immediately by email. Such email does not constitute a binding offer for the conclusion of a contract for the Seminar, unless such offer is expressly declared in the email in addition to the confirmation of the receipt. If such an offer is not made, we will send a binding offer the conclusion of a contract for a Seminar to the interested party in a separate email (in exceptional cases also by regular mail).

In order to accept the offer, the interested party shall send it back to us (by email, or regular mail). After we have received the offer, the contract with the Participant is concluded.

In a few cases, changes to the offer may be made in consultation with the Participant. In such a case, we will send a new offer (which may also be titled "registration confirmation") to the Participant with the changes, which the Participant shall accept by email or regular mail. Only after such acceptance is the contract for the participation in the Seminar with the changes concluded.

The contract for the participation is only valid for the event, date, and time specified in our offer.

In general, our offers for Events are binding for us for the acceptance periods stated in the offers. In the case that no acceptance period is set in the offer, our offers are binding for an acceptance period of 30 days after the offer is made (the date of the offer is relevant). We must receive the acceptance of the Participant within such acceptance period.

The Participant shall receive the invoice for the participation fee after conclusion of the contract. With respect to the payment conditions, see § 3 (3).

#### (4) Orders from the online shop:

The presentation and promotion of goods in our online shop does not constitute a binding offer for the conclusion of a sales contract.

The contract with customers via the online shop shall be concluded as follows:

The customer shall send us an e-mail to [edition@berliner-unterwelten.de](mailto:edition@berliner-unterwelten.de) specifying the book(s) to be ordered. The customer shall specify their delivery address and their billing address in this e-mail.

By sending an order with an e-mail to [edition@berliner-unterwelten.de](mailto:edition@berliner-unterwelten.de) you place a legally binding order. Your right to cancel the order according to § 10 below, if any, remains unaffected.

We will confirm the receipt of your e-mail immediately by email. Such email does not constitute a binding acceptance of your order, unless such binding acceptance shall be declared in addition to the confirmation of the receipt. The contract will only be concluded if we declare the acceptance of your order or if we deliver the ordered goods.

Should the delivery of the goods you have ordered not be possible, for instance, if the goods are not in stock, we will not declare the acceptance of your order. In such a case, a contract will not be concluded. We will immediately inform you about these circumstances and will immediately reimburse you for all payments made.

With respect to the payment conditions, see § 3 (4).

#### (5) Orders for tickets from the website [www.berliner-unterwelten.de](http://www.berliner-unterwelten.de)

The presentation of tours on our website does not constitute a binding offer for the conclusion of a contract.

The order of tickets via our website shall be concluded as follows:

After choosing language, tour, date and time, you may choose the desired number of tickets in the applicable price categories from the available tickets. You need to note the respective conditions for the realization of the tour in order to place the respective tickets in the virtual shopping cart. Your order will be summarized on an overview page. You can correct your data by removing individual tickets from the virtual shopping cart. After clicking on the button "kostenpflichtig bestellen", you must give us the correct information necessary for the conclusion of the contract.

After this, you need to confirm acknowledgement of our GTC and our Data Protection Conditions by clicking on the respective buttons. After giving all necessary data and confirmation of the two buttons, the button "als Gast fortfahren" (to proceed as guest) is activated. After clicking the button "als

Gast fortfahren”, you will be forwarded to the website of the company Adyen ([www.adyen.com](http://www.adyen.com)). Adyen conducts the monetary transactions for the BU e.V. You need to choose the applicable payment method and give the necessary information. The General Terms and Conditions of Adyen apply to such transaction. After successful payment, you will be forwarded to our website [www.berliner-unterwelten.de](http://www.berliner-unterwelten.de). Here, you will receive confirmation that your payment was successful and an overview of the booked tickets. Only after the successful payment is the contract between you and us concluded.

You will then receive a written confirmation of your purchase and your tickets by e-mail. The tickets will be sent in the format PDF. You must present these tickets at the respective meeting area of the tour to the personnel of the BU e.V. or other persons engaged by the BU e.V. for access control. The presentation of the ticket in electronic form is sufficient as long as the barcode displayed on the ticket can be scanned.

With respect to the payment conditions, see § 3 (1).

(6) Correctness of your entries (applies to all contracts):

You guarantee that all entries [e.g., name, address, email address, bank information, invoice information, necessary information for groups, see § 2 (2)] made during your order or registration for goods in the online shop or the registration of Events are accurate and correct. You must inform us of any changes immediately.

If you request a correction of an invoice because of an incorrect entry of yours, we will charge a flat fee of 5.00 EUR per correction of an invoice. However, you remain entitled to prove that no damage has been caused or that the damage is significantly lower than the flat fee.

(7) Contractual language (applies to all contracts):

The contractual language shall be exclusively German and English.

(8) Providing of the GTC (applies to all contracts):

(a) If you contact us through our website (e.g., through an online contact form) or if you place an order in the ticket shop or the online shop of our website, you can save, download, or print these GTC at any time (see the information at the end of the GTC). If you place an order in the ticket shop or the online shop of our website, the text of the contract will be saved after conclusion of the contract and available to you. If you place an order in the ticket shop or the online shop of our website, you can save or print out the content of your order immediately after placing the order and get access to it later at any time through the function “mein Konto”.

(b) For all distance contracts with consumers, the following applies:

In the case of distance contracts with consumers, we will provide a confirmation of the contract (containing the content of the contract) including these GTC within a reasonable period of time after conclusion of the

contract, but not later than the delivery of the goods or the beginning of the services, on a durable data carrier (email or regular mail).

Distance contracts with consumers are all contracts according to § 312 e BGB (German Civil Code) using exclusively distant communication means (such as email, telephone, fax, regular mail, online shop) for contract negotiations and the conclusion of the contract, unless such conclusion of contract is not made within the framework of a distribution or service system set up for distance contracts.

A consumer according to § 13 BGB is any natural person who concludes a legal transaction for a purpose that cannot be predominantly attributed to his/her commercial or self-employed professional activity.

(c) If the customer buys entry tickets personally at our ticket counters, the GTC are available to be read there, too.

### **§ 3 Payment method, offset of claims, withholding rights**

(1) Events with individual Participants (does not apply to Group Events and Seminars; see following sections):

The payment of entry tickets for individual Participants at Events can be made personally at our local ticket counters (in particular our ticket pavilion at Brunnenstraße 105, 13355 Berlin) in cash or, if the technical requirements are met, with an EC/Maestro card or credit card.

If Participants buy tickets through external providers, the payment methods of those providers shall apply.

If participants buy tickets through our website [www.berliner-unterwelten.de](http://www.berliner-unterwelten.de), the monetary transactions are conducted by the company Adyen ([www.adyen.com](http://www.adyen.com)) and the payment methods and general terms and conditions provided by Adyen shall apply.

(2) Group Events:

Group Events shall be billed with an invoice (to be paid in advance of the event). The participation fee for Group Events must be paid either in advance at least two weeks prior to the Event per wire transfer, or after the Event in cash to the respective tour guide, or within eight days after receipt of an invoice per wire transfer to the BU e.V. Payment by invoice is only possible for billing addresses inside the Federal Republic of Germany. Payment via direct debit mandate or EC/Maestro card or credit card is not possible.

(3) Seminars:

Seminars shall be billed with an invoice (to be paid in advance of the seminar). Individual Participants in Seminars must pay the participation fee at least two weeks before the start of the seminar to the specified bank

account of the BU e.V. per wire transfer. Payment via direct debit mandate or EC/Maestro card or credit card is not possible.

(4) Orders from the online shop:

Orders from the online shop shall be billed with an invoice (to be paid in advance). The purchase price and the shipping costs for orders from the online shop must be paid to the bank account specified in the invoice (in advance).

(5) Offset of claims (applies to all contracts):

You are not entitled to offset claims against our claims, unless your counter claims are legally established or undisputed by us. However, you are entitled to offset claims in the case of a notice of defects or counter claims resulting from the same contract.

(6) Withholding rights (applies to all contracts):

You are only entitled to claim withholding rights if your counter claim arises from the same contract.

#### **§ 4a Conditions of participation and rules of conduct (applies to all events)**

(1) The BU e.V. tours, Seminars, exhibitions and Events are generally not accessible to disabled guests. Smoking is prohibited. Guests are prohibited from bringing animals with them. Photography and filming are forbidden in facilities for which the BU e.V. is responsible. Large bags and backpacks as well as bulky or sharp-edged objects are not permitted. Luggage storage is not provided. The instructions of BU e.V. personnel are to be followed at all times.

(2) For some Events there are age restrictions, or it is specified that minors must be accompanied by a parent or guardian. For some Events there are certain clothing and/or equipment requirements. Details are available in the flyers and/or on the BU e.V. website and/or in the registration confirmation and/or during the safety and security briefing.

(3) At the beginning of each Event there will be a safety briefing for the Participants. If a Participant misses this safety briefing, the Participant will not be permitted to enter later. Participation fees already paid will not be refunded. However, the Participant may prove that no damage has been caused or that the damage is significantly lower than the participation fee.

#### **§ 4b Special conditions for participation and rules of conduct for virtual tours via the Internet**

The technical requirements, in particular Internet access, compatible reproducing device and compatible web browser necessary for participation in the virtual tours provided via the Internet must be provided by the



customer. The BU e.V. is not liable for any difficulties for which the client is responsible.

The virtual tour shall not be recorded (neither picture nor sound) or otherwise saved. The participant shall be excluded according to § 5 of this GTC in the case of any abuse of the means of communication during the tour, for instance, disruptive or illegal comments.

The customer shall not share the access link for the virtual tours with other persons. The link is only valid for the person specified in the ticket. The registration at the start of the tour is made with the name specified on the ticket. Only one person per ticket may participate in front of a reproducing device. Any public display of the tour is prohibited. Any violation of these rules will result in the exclusion of the participant according to § 5 of this GTC.

### **§ 5 Exclusion of Participants (applies to all Events)**

Participants who are visibly intoxicated, who disrupt the flow of a tour or other events, who endanger themselves or other persons, who do not follow the instructions of the BU e.V. personnel or the conditions of participation and rules of conduct (see § 4), who, where relevant, do not accept the safety briefing or refuse to sign a waiver of liability or disclaimer [see § 15 (2)], can be refused entry or continued participation or permission to stay in the BU e.V. facilities by the guide or supervisory staff of the BU e.V.

The participation fee will not be refunded to the excluded Participant. However, the Participants may prove that no damage has been caused or that the damage is significantly lower than the participation fee.

### **§ 6 Withdrawal from the contract by BU e.V. (applies to all Events)**

(1) Where it is impossible or extremely difficult to execute an Event as a result of circumstances beyond the control of the BU e.V. (e.g., force majeure, sickness, public transport strike, unavoidable maintenance or safety measures), the BU e.V. has the right to withdraw from the contract.

Additionally, we have the right to withdraw from the contract if the minimum number of Participants in public Events (excluding seminars) of five persons and Seminars of seven persons is not reached.

Furthermore, we reserve the right to cancel Events if the safety of the Participants cannot be guaranteed.

We are obligated to execute our right of withdrawal according to § 6 (1) as soon as possible.

Participation fees that have already been paid by the Participants will be immediately refunded.

(2) We furthermore have the right to withdraw from the contract if we come to the conclusion that Participants present at an Event are significantly disrupting or hindering the execution of an Event, are a danger to the general safety of the Event, are making statements or actions in violation of the German constitution or using unconstitutional symbols.

Participation fees that have been paid will not be refunded. However, the Participants may prove that no damage has been caused or that the damage is significantly lower than the participation fee.

### **§ 7a Cancellation of Group Events by the contract partner of the BU e.V.**

(1) The contract partner of the BU e.V. may withdraw from agreed Group Events [see § 2 (2)] without giving a reason up to seven days before the Event without incurring a cancellation fee.

If the cancellation is made between the 6<sup>th</sup> day and 24 hours in advance of the Event, 30% of the participation fee will be charged as a cancellation fee.

If the cancellation is made less than 24 hours before the Event, 80% of the participation fee will be charged as a cancellation fee.

If a group does not appear at all to an Event agreed upon without having cancelled the Event, we will charge 100% of the agreed participation fee.

However, the contract partner of the BU e.V. may prove that no damage has been caused or that the damage is significantly lower than the participation fee.

(2) The aforementioned rights of withdrawal or cancellation do not apply to contracts with individual Participants in other Events, in particular the sale of entry tickets for other Events [see § 2 (1)]. Cancellation is excluded (see also § 10).

### **§ 7b Cancellation of Seminars by individual Participants**

(1) Individual Participants may withdraw from agreed Seminars [see § 2 (3)] without giving a reason up to 60 days before the Seminar without incurring a cancellation fee.

If the cancellation is made between the 59<sup>th</sup> day and the 45<sup>th</sup> day in advance of the Seminar, 10% of the participation fee will be charged as a cancellation fee.

If the cancellation is made between the 44<sup>th</sup> day and the 30<sup>th</sup> day in advance of the Seminar, 20% of the participation fee will be charged as a cancellation fee.

If the cancellation is made between the 29<sup>th</sup> day and the 8<sup>th</sup> day in advance of the Seminar, 50% of the participation fee will be charged as a cancellation fee.

If the cancellation is made between the 7<sup>th</sup> day and 24 hours in advance of the Seminar, 70% of the participation fee will be charged as a cancellation fee.

If the cancellation is made less than 24 hours before the Seminar or if a Participant does not appear at all to a Seminar agreed upon without having cancelled the Seminar, we will charge 100% of the agreed participation fee.

However, the Participants may prove that no damage has been caused or that the damage is significantly lower than the participation fee.

(2) The aforementioned rights of withdrawal or cancellation do not apply to contracts with individual Participants in other Events, in particular the sale of entry tickets for other Events [see § 2 (1)]. A cancellation is excluded (see also § 10).

## **§ 8 The number of Participants in Group Events**

For Group Events we charge a flat fee. The maximum of Participants allowed for a Group Event is specified in the offer. This number of Participants shall not be exceeded. If more Participants than permitted show up to an event, the Participants in excess of the agreed upon amount will be excluded from the event.

If the contract partner wishes to register further Participants in excess of the maximum number specified in the offer, the contract partner needs to inform us at least 48 hours before the event begins. In such a case, an additional group needs to be booked. We will send a revised offer to the contract partner, if possible. There is no entitlement to such additional booking.

## **§ 9 Late arrival of Participants in Group Events**

We request that Participants appear in time for reserved Events (at least 15 minutes prior to the beginning of the Event). Should Participants arrive late at the contractually agreed meeting point and starting time of the Event, they are in default.

In case of such late arrival, we are entitled to shorten the duration of the tour without compensation by the amount of time that the start of the tour was delayed.

Where the Participants are more than 15 minutes late, they will generally lose their right to the execution of the Event because the following time slots will usually be occupied by the next visitor group. In this case, we have the right to receive the agreed price for the event. However, the Participants may prove that no damage has been caused or that the damage is significantly lower than the participation fee.

### **§ 10 Right of cancellation (applies to all contracts)**

(1) If you are a consumer you have the right of cancellation according to the statutory regulations. With respect to the definition of “consumer” see § 2 (8b).

(2) If you exercise your right of cancellation as a consumer according to § 10 (1) in the case of ordering goods, you will have to pay the regular costs of returning such goods.

(3) The right of revocation does not apply or may prematurely terminate in the case of the following contracts:

- (a) Contracts for the rendering of services in connection with leisure time activities if the contract provides for the rendering of services on a specific date or period (this exception does not apply to contracts on travel services according to § 651 a BGB/German Civil Code, if such contracts were concluded outside of an office, unless the oral negotiations, on which the conclusion of the contract is based, were made at the prior request of the customer). **This means: If we offer services in connection with leisure time activities, in particular entry tickets to Events or offers for the participation in Events on specific dates or time periods (e.g., seminars in connection with leisure time activities), you have no right of cancellation. The purchase and the ordering of entry tickets and the acceptance of our offers for Events are therefore binding for you.**
- (b) Contracts for the delivery of sealed audio or video recordings or software if unsealed by you after delivery;
- (c) Contracts for the delivery of goods made to customers’ specifications or clearly customized to personal needs or that are not suitable for return or can deteriorate or expire rapidly;
- (d) Contracts for the delivery of newspapers, journals, or magazines with the exception of subscription contracts for the supply of such publications.

(4) Notwithstanding the above, the following provisions apply for the right of cancellation:

**- Beginning of the instructions on the right of cancellation -**

**Right of cancellation**

**You have the right to cancel your order without giving any reason within 14 days.**

**The cancellation period is 14 days beginning with the day on which you or a third party indicated by you (other than the carrier) receives the goods purchased, or, in the case of services, from the day of the conclusion of the contract.**

**In order to exercise your right of cancellation, you must inform us [Berliner Unterwelten e.V., Brunnenstraße 105, 13355 Berlin, tel.: (030) 499 105 17, fax: (030) 499 105 19, email: buero@berliner-unterwelten.de] with a clear declaration (e.g., by regular mail, fax, or email) about your decision to cancel the contract. You may use the attached sample form of revocation; however, such use is not required. You can download the sample form of revocation from our website <https://www.berliner-unterwelten.de/widerrufsrecht>, fill it out, and submit it to us.**

**To meet the cancellation deadline, it is sufficient that you inform us that you are exercising your right of cancellation before the cancellation period has expired.**

#### **Consequences of cancellation**

**If you cancel this contract, we will reimburse you for all payments received from you, including shipping costs (except any additional costs that are the result of your request to us to use a shipping method other than the cheaper shipping method we offer), immediately and not later than 14 days from the day on which we received your information about the cancellation of this contract. For such reimbursement we will use the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In no case will we charge any fees as a result of such reimbursement.**

- In the case of purchase agreements (sale of goods) the following applies: We can refuse the reimbursement until we have received the goods returned to us or until you can prove that you have returned the goods, whichever is earlier.**

**You must send back the goods or give back the goods immediately and, in any case, not later than 14 days after the day on which you informed us about your cancellation of the contract. This deadline is met if you send the goods before the period of 14 days has expired.**

**You must bear the direct costs of sending the goods back to us.**

**You will only have to pay compensation for any deterioration of the goods if the value of the goods has diminished due to your handling of the goods (except what was necessary to establish the nature, characteristics, and functioning of the goods).**

- In the case of services, the following applies: If you requested from us that we begin the services during the cancellation period, you must pay us a reasonable amount based on the proportion of our services rendered before the moment you informed us about your exercise of the cancellation right of this contract in comparison to the total scope of the services provided for in the contract.

- End of the instructions on the right of cancellation -

(5) Sample form for the cancellation right:

**Sample form for cancellation**

(If you want to cancel this contract, please fill out this form and send it back to us).

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To  
Berliner Unterwelten e.V.  
Brunnenstraße 105  
13355 Berlin  
Fax: (030) 499 105 19  
Email: buero[at]berliner-unterwelten.de

—

I/We hereby cancel the contract  
- on the sale of the following goods (\*)  
- on the rendering of the following services (\*)  
concluded by me/us.

—

Ordered on (\*)

Received on (\*)

—

Name of the customer

—

Address of the customer

—

Signature of the customer (only if information is provided on paper)

—

Date

(\*) Please delete information that is not applicable.

## **§ 11 Regulations on delivery and reservation of advance payment for orders in the online shop**

(1) We are entitled to partial deliveries if reasonable for the customer.

(2) The delivery period for goods is 5 (five) working days unless agreed otherwise. The period begins – subject to the provision in § 11 (3) – with conclusion of contract.

(3) With respect to orders from customers with a place of residence or office outside of Germany or in the case of justified indications of a risk of default we reserve the right to deliver only after receipt of the sales price including shipping costs (reservation of advance payment). If we exercise our right to reservation of advance payment, we will inform you immediately. In this case, the delivery period begins with the payment of the sales price and the shipping costs.

## **§ 12 Prices and shipping costs (applies to all contracts)**

(1) All prices quoted on our website for goods and services and other promotional material are inclusive prices including any applicable value added tax (VAT), but exclusive of delivery costs.

(2) The delivery costs for orders in the online shop are clearly communicated on our website. The price including VAT and applicable delivery costs will furthermore be shown on the order page before the customer sends the order.

(3) If we fulfill your order in the online shop according to § 11 (1) by partial delivery, you only have to pay shipping costs for the first partial delivery. However, if we make partial deliveries at your request, we will charge you for shipping costs for every partial delivery.

(4) If you cancel your contract for orders in the online shop with legal effect according to § 10, you have the right – in line with the legal requirements – to ask for the reimbursement of any shipping costs for the shipping from us to you already paid by you [with respect to further consequences of a cancellation, see § 10 (4)].

## **§ 13 Retention of property title (applies to all contracts)**

We retain the property title to all delivered goods until they have been paid for in full.

## **§ 14 Warranties (applies to all contracts)**

(1) We are liable for any legal defects or material defects according to the statutory provisions, in particular §§ 434ff. BGB/German Civil Code. The statute of limitations for statutory warranty rights is two years and begins with the delivery of the goods.

(2) Apart from this, further seller warranties for specific goods or manufacturer warranties given by manufacturers for specific goods can apply in addition to legal or material defects according to § 14 (1). Details with respect to the scope of such warranties are described in the warranty regulations enclosed with the goods (if any).

## **§ 15 Limitation of liability of BU e.V., non-liability in individual cases (applies to all contracts)**

(1) In general:

- (a) We are liable without limitation for intent and gross negligence.
- (b) In the case of simple negligence, we are only liable – except in the case of death or injuries to the body or health – if we violated material obligations, the performance of which is of material importance to the achievement of the purpose of the contract (cardinal obligations). The liability is limited to damages which are typical for the contract and foreseeable.
- (c) The liability for indirect and unforeseeable damages, loss of production or usage, loss of profit, loss of savings, and financial losses due to claims of third parties are excluded in the case of simple negligence – with the exception of death or injuries to the body or health
- (d) Any liability in excess of the liability provided for in this contract is – regardless of the legal nature of the claim – excluded. Such limitations of liability or exclusions of liability do not apply to any mandatory legal liability regardless of culpability (e.g., according to the product liability statute) or the liability resulting from a warranty regardless of culpability.
- (e) To the extent that the liability according to § 15 (1) (b) and § 15 (1) (c) is excluded or limited, this also applies to the personal liability of our employees, representatives, organs, or performing agents.

(2) In individual cases the owner or possessor of a facility may ask for a waiver of liability or an exclusion of liability as a requirement for the entry to the facility. In such cases, the Participant must declare such a waiver of liability or agree on such an exclusion of liability with the owner or possessor of the facility. We may hand out the respective form to the Participant for signature. Such waiver of liability or exclusion of liability only affects the relationship between the owner/possessor and the Participant. With respect to the legal relationship between us and the Participant, the limitation of liability provided for in § 15 (1) applies.



## **§ 16 Copyrights (applies to all contracts)**

We own the copyrights to all pictures, films, and texts published in our online shop, promotion and information materials, and other media. Any use of such pictures, films, or texts is prohibited unless our express prior written approval has been given.

## **§ 17 Data protection (applies to all contracts)**

We process personal data of the customers according to the applicable data protection laws. The data will be, if necessary, collected by automatic means, processed, and used. We collect and store the data necessary for the execution of the transaction with the customer. When processing the customer's personal data, we adhere to the legal requirements. More details are given in our data protection declaration available on our website (<https://www.berliner-unterwelten.de/datenschutz/>); the data protection declaration is also attached to our GTC, which are available at the ticket counters. The data will only be transmitted to third parties in the cases regulated in this declaration. We will give the customer information about the data stored on him/her on request at any time.

## **§ 18 Severability clause (applies to all contracts)**

(1) Should a provision in this GTC be or become invalid, this shall not affect the validity of the other provisions. The provisions that are invalid or not included in these GTC shall be replaced by the legal provisions (§ 306 Sec. 2 BGB/German Legal Code).

(2) If such legal statutes should not be available in the respective case or lead to an intolerable result, the parties will enter into negotiations on a valid provision that comes economically close to the provision that is invalid or not part of this GTC.

## **§ 19 Applicable law and jurisdiction, online dispute resolution (applies to all contracts)**

(1) This contract is governed by German Law; UN Sales Law (CISG) is excluded. If you ordered as a consumer and had your ordinary residence in a country outside of Germany at the time you made your order, the applicability of mandatory legal provisions of such country remain unaffected by the choice of law regulated in the previous sentence.

(2) If you are a merchant and you have your residence at the time of the order in Germany, exclusive jurisdiction shall be the residence of the BU e.V., Berlin. Apart from that, the applicable legal provisions for national and international jurisdiction shall apply.

(3) Dispute resolution: The EU Commission created an Internet platform for the online resolution of disputes. This platform can be used for out of court resolution of disputes with respect to contractual obligations resulting from online sales contracts. Further information is available under the following link: <http://ec.europa.eu/consumers/odr>. We are not willing or obligated to participate in such a dispute resolution procedure on such a consumer dispute resolution platform.

If you contact us through our website (e.g., through an online form) or place an order in our online shop, the following applies:

You can download and print the GTC of the Berliner Unterwelten e.V. (<https://www.berliner-unterwelten.de/agb/>) as PDF files. In order to display the file, you need a relevant program, e.g. adobe acrobat reader, which can be downloaded for free from the adobe website. In order to save the GTC, you can click with the right mouse button on the following link and then on the item "Ziel speichern unter ..."/"Save target as ...": Allgemeine Geschäftsbedingungen des Berliner Unterwelten e.V. (<https://www.berliner-unterwelten.de/agb/>). Furthermore, you can save and print the GTC with the relevant functions of your PDF viewer program.