

Hapag-Lloyd is incorporated under German law under the name Hapag-Lloyd Kreuzfahrten GmbH. It does business in international markets under the brand name Hapag-Lloyd Cruises. Hapag-Lloyd Kreuzfahrten GmbH, hereinafter referred to as "Hapag-Lloyd", organises and provides cruises for its passengers in accordance with the following Terms and Conditions, which are part of the agreement between Hapag-Lloyd and each passenger. These Terms and Conditions are not applicable to the carriage of animals or to objects carried under other specific agreements. The headings used are solely for ease of understanding and are in no way binding in respect of the content or interpretation of the provisions.

1. Conclusion of the travel contract and booking of accompanying persons

- 1) By making a booking, the Passenger makes Hapag-Lloyd a binding offer of a travel contract. The booking must be made in writing and must contain the full particulars of the passport documents of all passengers to which the booking relates (passenger manifest details). The person making the booking does so on behalf of him/herself and on behalf of all other passengers named in the booking. The person making the booking expressly vouches for the contractual obligations of all other passengers named in the booking. No travel contract is formed until Hapag-Lloyd issues written confirmation of the booking via mail or fax. The same applies in cases where bookings are made via the Internet. Electronic confirmation of receipt of the travel booking in no way constitutes acceptance of the offer for a travel contract.
- 2) If the written confirmation by Hapag-Lloyd differs in content from the Passenger's booking, this shall constitute a new offer by Hapag-Lloyd by which the latter is bound for ten days from receipt of the confirmation and which the Passenger may accept within this period by giving his express or implied consent. Payment of a deposit or the full cost of the cruise shall constitute implied consent.
- 3) Persons in the business of arranging travel (e.g., travel agents) and service providers (e.g., hotels, transport companies) are not authorised by Hapag-Lloyd to conclude agreements, give information or make assurances that alter the agreed content of the travel contract, exceed the scope of services to be provided by Hapag-Lloyd under the contract or which are inconsistent with the published description of the cruise.
- 4) It has to be noted that for conclusion of distance contracts there is according to §§ 312 et seqq. German Civil Code (BGB) no right of withdrawal, but only the statutory rights of cancellation and termination are applicable. A right of withdrawal exists if the travel contract in accordance with § 651 a BGB was concluded off-premises (e.g. at home), unless the oral negotiations in respect of the conclusion of the contract are initiated at the prior request of the consumer.

2. Carriage by air

Where the cruise includes carriage by air, this part of the journey shall be subject to the conditions of carriage of the actual (carrying) airline concerned (for liability see also Clause 17 2 c), which are available from Hapag-Lloyd on request.

The times of special flights depend on the availability of aircraft on the charter market and permission from the air traffic control authorities and may therefore be in the early hours of the morning or in the late evening.

Hapag-Lloyd shall inform the Passenger of the identity of the actual airline(s) for all air services to be provided in relation to the cruise. If the identity of the actual airline(s) is not known at the time of booking, then Hapag-Lloyd shall inform the Passenger of the identity of the actual airline(s) as soon as it finds out, provided that Hapag-Lloyd shall disclose the identity of the actual airline(s) at the very latest at the time when it sends out the cruise information to the Passenger approximately 3 months before the start of the cruise. Hapag-Lloyd shall inform the Passenger of any changes in actual airline(s). The Black List of airlines that are banned within the EU can be viewed online at <http://ec.europa.eu/transport/modes/air/safety/air-ban>.

3. Payment

- 1) **Payment shall be made directly to Hapag-Lloyd by credit transfer. Payment to the travel agency organising the booking shall not discharge the Passenger from the obligation to make payment.**
- 2) If the contract is concluded – that is, if the Passenger receives the written booking confirmation – on or before the 365th day prior to the start of the cruise, a deposit of 10% of the cruise fare shall be paid for each participating Passenger. If the contract is concluded – that is, if the Passenger receives the written booking confirmation – on or after the 364th day prior to the start of the cruise, a deposit of 20% of the cruise fare shall be paid for each participating Passenger. Before paying the deposit, the Passenger will receive a refund security certificate (Sicherheitsschein, see Clause 18). The balance of the fare shall be due four weeks before the scheduled cruise

start date. The full cruise fare shall be due and payable immediately in respect of bookings made four weeks or less before the scheduled cruise start date. Hapag-Lloyd shall send out the travel documents after receiving the balance of the fare and the full particulars of the passport documents (passenger manifest details) of all participating passengers to whom the booking relates, provided, however, that no travel documents shall be sent out earlier than four weeks prior to the scheduled cruise start date.

- 3) If the Passenger fails to make payment by the due date and remains in default despite having been given a reminder and afforded a reasonable grace period for late payment, Hapag-Lloyd shall be entitled to cancel the contract and demand a cancellation fee as compensation in accordance with Clause 11 of these Terms and Conditions. The Passenger may claim a waiver or reduction of the cancellation fee if he/she is able to prove to Hapag-Lloyd that Hapag-Lloyd has suffered no loss or that the loss suffered is substantially less than the cancellation fee.

4. Travel regulations, travel documents

- 1) Passengers shall observe all laws, enactments, instructions and travel regulations of the countries and ports visited during the cruise and all rules and instructions issued by Hapag-Lloyd or its authorised representatives. Hapag-Lloyd shall inform passengers of German, Austrian and Swiss nationality as to the relevant passport, visa and health requirements prior to conclusion of the travel contract and shall keep them informed of any changes to the same that may occur prior to the start of the cruise. Passengers of EU nationalities other than German and Austrian may obtain this information on request. Passengers of other non-EU nationalities must contact the relevant consulate for this information. These provisions assume that there are no special circumstances attaching to the Passenger or any accompanying passengers (e.g., dual citizenship, statelessness). The Passenger shall obtain the relevant travel documents (e.g., visas, vaccination certificates, online travel authorisations such as the ESTA authorisations issued by the USA) him/herself and produce them on request. The Passenger shall be liable for any costs or disadvantages arising from his/her failure to observe the above regulations, rules and instructions.
- 2) If, for reasons attributable to the Passenger, the Passenger fails to observe the immigration regulations of certain countries, or if a visa is not granted in good time through the Passenger's own fault with the result that he/she is unable to take part in the cruise, Hapag-Lloyd shall be entitled to demand the appropriate cancellation fee from the Passenger in accordance with Clause 11 of these Terms and Conditions. In such cases, the Passenger may claim a waiver or reduction of the cancellation fee if he/she is able to prove to Hapag-Lloyd that Hapag-Lloyd has suffered no loss or that the loss suffered is substantially less than the cancellation fee.
- 3) The Passenger shall be liable to Hapag-Lloyd for any consequences or damages – in particular fines, penalties or other expenses – that the latter is required to pay or deposit because of the Passenger's failure, for reasons attributable to the Passenger, to observe a particular country's immigration, emigration or transit regulations or to produce the necessary documents. The Passenger shall reimburse Hapag-Lloyd immediately for any sums of money the latter has had to pay or deposit.
- 4) The Passenger shall inform Hapag-Lloyd if he/she does not receive the necessary travel documents within the time advised by Hapag-Lloyd.

5. Baggage

- 1) Baggage may only contain personal effects. In particular, the Passenger is not permitted to take on board weapons or other dangerous objects, illegal drugs, or alcoholic beverages intended for consumption during the cruise. Paragraph 2 of Clause 4 of these Terms and Conditions shall apply accordingly. Hapag-Lloyd may refuse to carry any baggage found to contain prohibited items.
- 2) The Passenger must label his/her baggage legibly with his/her name, cabin number and date of sailing; otherwise Hapag-Lloyd shall not be responsible for any loss, mix-ups or errors in loading or unloading. Excepted from this exclusion of liability on the part of Hapag-Lloyd are losses, mix-ups and errors in loading or unloading caused intentionally or by reason of gross negligence. Hapag-Lloyd will hold items of lost property for a minimum of two weeks. All items of lost property will ultimately be surrendered to the Lost Property Office in Hamburg when the ship calls at Hamburg, where Hapag-Lloyd has its registered office.

6. Scope of services

Save and except as provided otherwise in these Terms and Conditions, the cruise fare includes carriage and accommodation of the Passenger and his/her baggage and also meals on board. The fare does not include shore excursions or drinks – unless stated otherwise in the published description of the cruise – or special services (e.g., laundry, hairdressing, massage). In all other

respects, the scope of services to be rendered by Hapag-Lloyd under the contract shall be as described in the brochure advertising the cruise and in the written booking confirmation.

Any collateral agreements (special requests, arrangements) that alter the scope of the services to be rendered under the contract require written confirmation by Hapag-Lloyd.

At the time of booking, the Passenger must notify Hapag-Lloyd if he/she has any disability in respect of which Hapag-Lloyd is required to provide certain services under EU Regulation 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway.

7. Medical assistance

The services of the ship's doctor are not included in the travel contract. The Passenger must conclude a separate contract with the ship's doctor for any medical treatment received. Hapag-Lloyd will, however, pay the cost of the treatment of injury resulting from any accident directly caused by Hapag-Lloyd or its employees that occurs on board or during a shore excursion organised by Hapag-Lloyd.

In all other cases, the doctor will charge for his services in accordance with the current fee scale for the German medical profession (GOÄ).

8. Shore excursions

The information contained in these Terms and Conditions of Travel applies to shore excursions. On selected excursions with the EUROPA, EUROPA 2, HANSEATIC and BREMEN, you may use a personal audio system that will be provided on a loan basis. Hapag-Lloyd Cruises reserves the right to charge passengers:

- a) €250 (US\$290, £220) for loss of or damage to the device
- b) €30 (US\$35, £26) for loss of or damage to the headphones

The traveller has the right to prove to Hapag-Lloyd that damage has not occurred, or that it is considerably lower than the amount mentioned.

Golf & Cruise voyages

Hapag-Lloyd reserves the right to make such changes to the described golf arrangements after conclusion of the contract, provided that the circumstances necessitate such changes and such changes are made in good faith.

9. Modifications to services; special exigencies of shipping

Any modifications to or deviations from individual services as compared to the agreed content of the travel contract which may become necessary after conclusion of the contract, whether because of travel advisories issued by the German Foreign Office, the special exigencies of shipping or for other reasons, and which are made by Hapag-Lloyd in good faith, shall be permissible provided that they are not substantial and do not impair the overall quality of the cruise as booked. The modified service shall replace the service originally owed. Any warranty claims the Passenger may have shall remain unaffected in the event that the modified services are unsatisfactory. In the event of a substantial change to a material travel service, the Passenger shall be entitled to cancel the travel contract free of charge or – as in the case of permissible cancellations of sailings by Hapag-Lloyd – to demand participation in a cruise of equal value, provided that Hapag-Lloyd is in a position to offer such a cruise from its range at the same price. The Passenger must exercise these rights against Hapag-Lloyd immediately after being notified of the change. Hapag-Lloyd shall inform the Passenger as soon as it becomes aware of such a substantial change in the services to be rendered or of a permissible cancellation of the sailing. If for reasons not attributable to Hapag-Lloyd a ship is placed in quarantine, the Passenger shall pay his/her own accommodation and meal costs. If the Passenger remains on board and takes his/her meals there, he/she shall reimburse Hapag-Lloyd for the extra cost resulting therefrom.

10. Fare increases

Hapag-Lloyd reserves the right to unilaterally increase the cruise fare agreed on in the travel contract if there is an increase in its costs of carriage, particularly increases in airfares, increases in service charges payable by Hapag-Lloyd, such as port or airport fees and air passenger duties, or inflation-related increases in the costs of passenger travel to and from the cruise ship. Any such increases shall be implemented as follows:

- a) If subsequent to conclusion of the travel contract there is an increase in the **costs of carriage** payable by Hapag-Lloyd, particularly fuel costs, then Hapag-Lloyd may increase the cruise fare in accordance with the following calculation method:
 - if the increase in the costs of carriage is levied on Hapag-Lloyd on a per-seat basis, then Hapag-Lloyd may pass the per-seat increase amount on to the Passenger
 - if, however, the third-party transport operator in question levies the cost increase on a per-conveyance basis (e.g. per-aircraft), then Hapag-Lloyd shall divide the increase amount by the number of seats on the agreed means of conveyance and pass the resulting per-seat increase amount on to the Passenger.
- b) If subsequent to conclusion of the travel contract there is an increase in the **service charges** payable by Hapag-Lloyd, such as port or airport fees or air passenger duties, then Hapag-Lloyd may pass on to the Passenger the

resulting increase in the cost of providing the cruise to the Passenger in the form of a cruise fare increase.

- c) If subsequent to conclusion of the travel contract there is an increase in the cost of **transporting the Passenger to and from the cruise ship** as a result of local inflation rates, then Hapag-Lloyd may pass on to the Passenger the resulting increase in the cost of providing the cruise to the Passenger in the form of a cruise fare increase.
- d) Fare increases under Clause 10 hereof are permissible only if the interval between conclusion of the travel contract and the agreed cruise date is longer than four months and the circumstances leading to the increase did not exist prior to conclusion of the contract and were not foreseeable by Hapag-Lloyd at the time of conclusion of the contract.
- e) If it intends to make a fare increase after conclusion of the travel contract, Hapag-Lloyd shall notify the Passenger as soon as it becomes aware of the reasons necessitating the increase. In order to be legally effective, a notice of increase must be received by the Passenger no later than 21 days before the start of the cruise. In the event of a fare increase of more than 5 %, the Passenger shall be entitled to cancel the travel contract free of charge or to demand participation in a cruise of equal value, provided that Hapag-Lloyd is in a position to offer such a cruise from its range at the same price. The Passenger must exercise these rights against Hapag-Lloyd immediately after being notified of the fare increase.

11. Cancellation by the passenger

- 1) The Passenger may cancel the travel contract at any time prior the start of the cruise. Notices of cancellation must be given in writing. The notice will become effective on the date on which it is received by Hapag-Lloyd or, as the case may be, by the travel agency that made the original booking. In the event of cancellation by the Passenger, Hapag-Lloyd shall have the right to charge the following flat-rate cancellation fees to cover travel preparations made and any expenses:

210 days or more before the start of the cruise:	€ 150 (US\$ 180, £ 130)* per person
from 209th to 150th day before the start of the cruise:	10% of the fare [provided this is not less than € 150 (US\$ 180, £ 130) per person]
from 149th to 90th day before the start of the cruise:	20% of the fare
from 89th to 45th day before the start of the cruise:	30% of the fare
from 44th to 30th day before the start of the cruise:	50% of the fare
from 29th to 10th day before the start of the cruise:	75% of the fare
from 9th to 1st day before the start of the cruise:	90% of the fare.
In case of no show or cancellation of the cruise on the departure day	95% of the fare.

For his/her own protection the passenger is advised to take out insurance against cancellation of the travel contract or premature termination of the cruise if this is not already part of the cruise package. These cancellation fee provisions also apply to cancellations of combined air/sea travel, to cancellations of feeder flights included in the package or booked additionally and to cancellations of any other arrangements for travelling to or from the ship. If the cancellation fees charged to Hapag-Lloyd by service providers exceed the amounts recoverable by the cancellation fees above, then Hapag-Lloyd shall have the right to charge higher cancellation fees up to a maximum of the cruise fare. Cancellation fees are due and payable immediately upon cancellation. The Passenger shall have the right to demonstrate to Hapag-Lloyd that Hapag-Lloyd has suffered no loss as a result of the cancellation or that the loss suffered is materially less than the amount of the cancellation fee charged.

If the cancellation conditions of the shipping lines or other service providers or hotels participating in Hapag-Lloyd programmes differ from the above, the differing conditions shall apply, provided that this is expressly indicated in the booking confirmation.

- 2) Cancellation by the Passenger – Golf & Cruise voyages
The following provisions apply to bookings for Golf & Cruise voyages (cruise plus golf basic packages) aboard the EUROPA and EUROPA 2:
If the Passenger cancels the contract for the basic package and/or additional golf courses **before** the start of the cruise, Clause 111 hereof shall apply.
If the Passenger cancels the contract for the basic package and/or additional golf courses **after** the start of the cruise or fails to present her/himself, the Passenger shall be liable for a flat-rate cancellation fee equal to 95% of the price of the basic package and/or the additional golf course in question. The Passenger shall have the right to demonstrate to Hapag-Lloyd that Hapag-Lloyd has suffered no loss as a result of the cancellation or that the loss suffered is materially less than the amount of the cancellation fee charged. These cancellation provisions also apply to cancellations made due to sickness. There will be no refund of fees if the basic package and/or additional course events are not provided/held owing to adverse weather. It is not possible for the Passenger to cancel individual course events that are part of the basic package.

12. Changes of bookings and fare transfers

- 1) Any change of passenger, date or destination of the cruise, the means of transport or of the previously selected currency for the booking shall be regarded as a change of booking. At the Passenger's request, Hapag-Lloyd will change bookings up to the 210th day before the start of the cruise. Hapag-Lloyd will charge a handling fee of €50 (US\$60, £43)* per person for this service.
- 2) A change of booking within the 209th day period before the start of the cruise will be regarded as a cancellation by the Passenger combined with a new booking; and the provisions of Clause 11 shall apply in respect of the cancelled booking.
- 3) If the Passenger wishes to cancel the travel contract, he/she shall have the right to request a transfer of the contract to a nominated substitute passenger. The effect of a transfer is that the substitute passenger succeeds to the Passenger's rights and obligations under the contract with Hapag-Lloyd alongside the Passenger. The Passenger and substitute passenger are then jointly and severally liable for the cruise fare and any additional costs incurred by Hapag-Lloyd as a result of the transfer. Hapag-Lloyd may refuse to accept the transfer if the nominated substitute passenger does not meet the special requirements for the cruise or if his/her participation would be in breach of applicable laws or regulations. If the transfer is accepted, Hapag-Lloyd will charge a handling fee of at least €50 (US\$60, £43)* per person.
- 4) Hapag-Lloyd shall have the right to pass on to the Passenger any fees incurred in relation to changes or corrections made to names on air tickets (as opposed to changes of passenger) after the tickets have been issued.

13. Contract services not used

If the Passenger does not use part of the scope of services included in the cruise fare due to premature departure from the cruise or other compelling reasons, Hapag-Lloyd may in lieu of the flat fee payable for cancellation of the contract on the scheduled cruise departure date as per Clause 11 hereof demand compensation in the amount of the cruise fare less the expenses saved and costs recouped from the use of the service for other passengers. If Hapag-Lloyd elects to apply the flat cancellation fee, the Passenger may claim a waiver or reduction of the cancellation fee if he/she is able to prove to Hapag-Lloyd that Hapag-Lloyd has suffered no loss or that the loss suffered is substantially less than the cancellation fee.

14. Cancellation and termination by Hapag-Lloyd

Hapag-Lloyd may cancel the travel contract wholly or partially before the start of the cruise or terminate the same wholly or partially after the beginning of the cruise in the following cases:

- a) **by giving advance notice received no later than four weeks before the start of the cruise** if Hapag-Lloyd does not receive the minimum number of bookings stated in the cruise description or brochure. If prior even to this it becomes apparent to Hapag-Lloyd that it cannot achieve the required minimum number of bookings, Hapag-Lloyd shall exercise its right of cancellation without delay. If the cruise is cancelled for this reason, the Passenger shall receive an immediate refund of any money paid towards the cruise fare. If, for the above reasons, Hapag-Lloyd instead makes a change of booking at the request of the Passenger, then the €50 (US\$60, £43)* handling fee specified in Clause 12 shall not apply.
- b) **without a period of notice, if, in the opinion of the master of the ship following, where appropriate, consultation with the ship's doctor, the Passenger**
 - is unfit to travel because of illness, disability or for some other reason,
 - requires the support of an accompanying person but is travelling without such a person,
 - poses a danger to the health of other passengers, the ship's crew and the employees of Hapag-Lloyd,
 - has given false information when booking,
 - causes continuous or repeated disruption to the cruise in spite of being warned to desist, or
 - breaches the terms of the contract to such a degree that immediate cancellation of the contract is justified
- c) **without a period of notice if the Passenger is pregnant** and is or will be in the 24th or later week of pregnancy at the start of the cruise or will enter the 24th week of pregnancy during the cruise. For reasons of safety and the limited medical care available aboard its ships, Hapag-Lloyd is unable to carry persons in the above stages of pregnancy. If the Passenger is affected in this way but had no way of knowing this at the time of booking, Hapag-Lloyd will refund any money already paid by the Passenger toward the cruise, provided that the Passenger notifies Hapag-Lloyd of her pregnancy as soon as she becomes aware of it. If the Passenger culpably delays notifying Hapag-Lloyd, then Hapag-Lloyd shall have the right to charge a cancellation fee in accordance with Clause 11 hereof. Expectant mothers who are/will be less than 24 weeks pregnant at the time of embarkation must produce a certificate from an appropriate medical specialist (gynaecologist) confirming that they are fit to travel in the territory covered by the cruise itinerary.

If the contract is terminated or cancelled for one of the reasons named in b) above, the Passenger may be excluded from part or all of the (rest of the) cruise. Hapag-Lloyd shall retain its right to claim payment of the cruise fare; any expenses saved and any financial advantages Hapag-Lloyd may gain

from making other use of the cancelled cruise services shall be deducted from the amount so claimed. Any additional costs for the Passenger's return journey shall be paid by the Passenger.

15. Termination of the contract due to extraordinary circumstances

If the cruise is materially impeded, jeopardised or impaired by force majeure not foreseeable at the time the contract was concluded, both Hapag-Lloyd and the Passenger may terminate the contract. If this happens, the Passenger shall receive a refund of the cruise fare less reasonable compensation for services already rendered or which must still be rendered in order to end the cruise. Hapag-Lloyd shall see to the due performance of all measures made necessary by the termination of the contract - particularly the return journey if provided for under the contract. Any extra costs for the return journey shall be paid by Hapag-Lloyd and the Passenger in equal parts. Any other extra costs shall be paid by the Passenger.

16. Warranty

- 1) If, during the cruise, the cruise service provided differs from that agreed upon in the travel contract, the Passenger may seek redress from the ship's management, a local service provider or Hapag-Lloyd. The ship's management and local service-providers are not authorised to recognise any claims as being valid. Hapag-Lloyd may refuse to remedy the defect if doing so would involve unreasonable expense. Alternatively, Hapag-Lloyd may remedy the defect by substituting an equivalent service, e.g., by engaging a different airline or vessel or by sailing a different route. The Passenger may refuse to accept the substitute service if he/she cannot be expected to accept it for good reasons that are readily apparent to Hapag-Lloyd, including in particular if the substitute service would materially impair the overall quality of the cruise as booked.
- 2) The Passenger may, upon returning from the cruise, claim a fare reduction commensurate with the service reduction/defect suffered. The fare reduction may then be declined only if the Passenger through fault on his/her own part fails to give notice of the service reduction/defect without delay.
- 3) If Hapag-Lloyd fails to remedy the defect within a reasonable time or responds that it is not possible to remedy the defect, and if the cruise is materially impaired because of failure to render the cruise service in accordance with the contract, then the Passenger may terminate the travel contract. If the contract is terminated in this manner, the Passenger shall nonetheless retain his/her right to be returned to the place of departure, provided that return to the place of departure was included in the contract. The Passenger shall pay that part of the fare for the cruise that relates to services he/she has used unless said services were completely without value to him/her.
- 4) If Hapag-Lloyd is responsible for a circumstance which results in a defect in the cruise, the Passenger may claim compensation irrespective of the fare reduction or termination of the contract. If the cruise is rendered unviable for the Passenger or considerably impaired by such a circumstance, the Passenger may also claim reasonable compensation in the form of money for wasted holiday time.

17. Liability of Hapag-Lloyd

1) General liability

Unless provided otherwise by the special provisions of Clause 17 2, or unless contrary to non-excludable statutory provisions, the following general provisions shall apply:

a) Maximum liability

The contractual liability of Hapag-Lloyd for damage other than loss of life, bodily injury or injury to health shall be limited in total to three times the cruise fare unless the damage was caused intentionally or grossly negligently or was caused solely by a service provider engaged by Hapag-Lloyd.

For all compensation claims in tort against Hapag-Lloyd that are not the result of intentional acts or omissions or gross negligence, Hapag-Lloyd's liability for damage to property shall be limited to three times the cruise fare. These limits define the maximum amounts for which Hapag-Lloyd can be held liable per Passenger per cruise. Any claims that the Passenger may have on the basis of international agreements are unaffected by this. **In this regard, passengers are advised for their own protection to take out travel accident and baggage insurance for the cruise.**

b) Obligation to cooperate

The Passenger is required in particular to lodge his/her complaints immediately with the ship's management or the local service provider. The latter are authorised to find a remedy if a remedy is possible and does not involve unreasonable expense; they are not, however, authorised to recognise any claims as being valid. If it is not possible to contact a local service provider, the Passenger must notify the ship's management or Hapag-Lloyd of the complaint without delay. If the Passenger fails to meet these requirements through his/her own fault, he/she shall forfeit the relevant claims.

c) Statutory claims

Notwithstanding the provisions of Clause 17 1 a) the exclusions and limitations of liability contained in these Terms and Conditions shall apply to all claims for damages by the Passenger, whether these are based on the travel contract or other legal provisions.

d) Non-assignability of claims

Passengers may not assign claims against Hapag-Lloyd wholly or partially to third parties without the consent of Hapag-Lloyd.

2) Limitation of liability

a) General

Claims for damages against Hapag-Lloyd shall be limited or excluded if and to the extent that, under international agreements (or statutory provisions based on such) which are applicable to the services to be rendered by a service provider, claims for damages against that service provider may only be asserted under certain conditions or restrictions or are excluded under certain conditions.

b) Liability for voyages by ship

If, on voyages by ship, Hapag-Lloyd is acting in the capacity of a contracting or actual carrier, its liability shall be subject to the applicable specific international agreements or the statutory provisions based on these (e.g., German Commercial Code [HGB], German Inland Waterways Act [BinSchG]).

c) Liability as a contracting air carrier

If Hapag-Lloyd is acting in the capacity of a contracting air carrier, its liability shall be subject to the German Air Traffic Act (LuftVG), EU law, to the Warsaw Convention as amended by the Hague Protocol or other protocol, or to the Montreal Convention, depending on which provisions apply. Without prejudice to the preceding provisions, Hapag-Lloyd accepts no liability whatsoever for indirect or consequential loss unless said loss was caused grossly negligently or intentionally by Hapag-Lloyd or its vicarious agents.

In the case of scheduled flights not included in the cruise fare, Hapag-Lloyd only has the status of an agent. Flights of this type are marked in the travel documentation as "individuell vermittelter Flug" ("stand-alone, third-party flight"). In these cases, the company acting as the carrier shall be liable for performing the service of carriage, and the flight will be subject to that carrier's terms and conditions of carriage, including its rules on cancellation.

In all other respects, all flights offered by Hapag-Lloyd shall be governed by the current version of the general and special terms and conditions of carriage of the actual air carrier.

d) Valuables

Hapag-Lloyd accepts no liability whatsoever for damage to or loss of personal effects (e.g. photographic and filming equipment, clothing, jewellery or other valuables) caused by theft, misplacement of any kind, or excessive physical loads or stresses occurring off the vessel; excepted from this exclusion of liability are cases in which the damage or loss is the result of intentional or grossly negligent conduct on the part of Hapag-Lloyd. Hapag-Lloyd likewise excludes all liability for damage to or loss of personal effects while in storage or in transit in vehicles used for shore excursions or transfers; excepted from this exclusion are cases in which the damage or loss is the result of intentional or grossly negligent conduct on the part of Hapag-Lloyd.

Hapag-Lloyd's liability for damage to or loss of cabin baggage is as per the relevant provisions of the German Commercial Code (HGB). Jewellery, cash and other valuables should be carried in hand baggage (and not in checked baggage).

e) Third-party services

Hapag-Lloyd shall not be held liable for service disruptions, personal injury or damage to property arising in relation to third-party services for which Hapag-Lloyd is merely the brokering agent (e.g., shore excursions, sporting events, exhibitions, tours), provided that said third-party services are expressly identified as such in the cruise brochure and booking confirmation in such a clear and unequivocal manner that they are readily apparent to the Passenger as being separate and distinct from the cruise package provided by Hapag-Lloyd.

3) Exclusion of claims; limitation period

a) The Passenger must assert against Hapag-Lloyd any claims for failure to perform the cruise service in accordance with the contract within one month of the contractually scheduled end of the cruise.

b) This period commences on the day following the day of the contractual end of the journey. If the final day of the period falls on a Sunday, on a day which in the place of assertion is a government-recognized public holiday, or on a Saturday, then the final day of the period shall instead be deemed to fall on the next working day.

c) Claims must be lodged within the above-stated period with Hapag-Lloyd at the address set out at the end of these Terms and Conditions. After this period has expired, the Passenger may only assert claims if he/she was unable to meet this deadline through no fault of his/her own. This does not, however, apply in respect of the time limit for lodging claims for damage to baggage, late delivery of baggage or loss of baggage in relation to air travel. These types of claims must be filed within seven days of baggage check-in in the case of lost or damaged baggage and within 21 days of baggage being placed at passenger's disposal in the case of late delivery of baggage.

d) Claims by the Passenger pursuant to Arts. 651 c to 651 f German Civil Code (BGB) are subject to a one-year limitation period, after which they will become statute-barred. Excepted from this limitation period are claims for personal injury or injury to health based on breach of duty

due to negligence or other more serious fault and other claims for damages founded on gross negligence or other more serious fault.

e) The limitation period commences on the date on which the cruise was scheduled to end under the contract. If negotiations are in progress between the Passenger and Hapag-Lloyd on the subject of the claim or the circumstances on which it is based, the limitation period shall be suspended until the Passenger or Hapag-Lloyd or the latter's insurer refuses to continue the negotiations. Claims shall not become statute-barred until at least three months after the limitation period has re-commenced.

18. Protection in the event of insolvency

Hapag-Lloyd has taken due measures to ensure that the Passenger will be reimbursed for the fare paid for the cruise and any necessary expenses for the return journey in the event that Hapag-Lloyd becomes insolvent and the cruise services are not performed as a result of said insolvency. In such cases, the Passenger shall have a direct claim against the insurer Deutsche Reisepreis Sicherungsverein VVaG, Rosenheimer Straße 116, 81669 München, Germany on presentation of the refund security certificate. A refund security certificate is printed on the reverse side of the booking confirmation document.

19. Defences and limitations of liability for employees and authorised representatives

If a claim is made against an employee or authorised representative of Hapag-Lloyd for loss or damage that has occurred in relation to carriage, the employee or representative concerned shall have the right to invoke the defences and limitations of liability available to Hapag-Lloyd under these Terms and Conditions of Travel, provided that he/she can prove that he/she was acting in the discharge of his/her duties.

20. Refusal of permission to disembark; cost of onward carriage

If the Passenger is refused entry to or permission to disembark in a chosen port or country and/or the Passenger's baggage is refused entry to said port or country, then Hapag-Lloyd may carry the Passenger and/or the Passenger's baggage to another port or country where the vessel calls and land them there. The Passenger shall pay Hapag-Lloyd the fare for this onward journey and reimburse any other expenses in connection therewith. Any such onward carriage shall be subject to these Terms and Conditions.

21. General average

The Passenger is not obliged to pay General Average contributions for objects he/she has brought on board the ship (Art. 700 German Commercial Code [HGB]). The Passenger has no right to compensation under General Average proceedings.

22. Assistance to ships in distress; salvage; carriage of cargo

Hapag-Lloyd is entitled to use the ship employed for the cruise to render assistance to other vessels, to tow or salvage other vessels, and to carry cargo of any kind. All activities of this kind, whether previously announced or not, shall be deemed part of the cruise.

23. Court of jurisdiction

Any dispute arising under these Terms and Conditions or from any other relationship between the Passenger and Hapag-Lloyd can only be brought exclusively in the city of Hamburg, Hapag-Lloyd's registered seat in the Federal Republic of Germany.

Hapag-Lloyd does not participate in the voluntary procedure for alternative dispute resolution for customer disputes in accordance with the Customer Dispute Resolution Law (Verbraucherstreitbeilegungsgesetz).

24. Applicable law

The relationship between the Passenger and Hapag-Lloyd, whether contractual or otherwise, shall be subject solely to German law.

25. Severability

If any provision of these Terms and Conditions is or becomes invalid or unenforceable, then that provision shall be severed and the remaining provisions shall remain valid and enforceable.

26. Pricing subject to change

The information and prices in the brochure for the cruise are subject to change without notice. The booking confirmation shall be definitive of terms and prices.

It is legally permissible to change published prices prior to conclusion of a travel contract, particularly if, following publication of the brochure, a change becomes necessary for the following reasons:

- there is a change in the cost of carriage, the charges payable for certain services such as port and airport fees, or the exchange rate applicable to the relevant cruise, or
- the continued availability of a package cruise described in the brochure and requested by the Passenger can only be maintained if Hapag-Lloyd, following publication of the brochure, purchases additional tourism services (booking allotments) from external providers.

* The currency in which the travel price has been or is to be paid is authoritative.

Organiser

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