

**Contract of Carriage**

(nicht übertragbar / not transferrable)

zwischen der nachstehend aufgeführten Schifffahrtsgesellschaft/Reederei - nachfolgend „Beförderer“ genannt –  
und der in vorliegendem Beförderungsvertrag genannten Person - nachfolgend „Passagier“ genannt –

- between the shipping company named in this contract of carriage - hereinafter called "the carrier" -  
- and the person named in this contract of carriage - hereinafter called "the passenger" -

**Angabe zum Beförderer / The Carrier**

Schifffahrtsgesellschaft / shipping company  
c/o Reederei / shipping company

**Angaben zur Reise / Voyage Details**

Schiffsname / name of vessel  
Abfahrtstermin ca. / approx. Departure date  
Einschiffungshafen / port of embarkation  
Bestimmungshafen / port of destination  
Reisedauer ca. / approx. Voyage duration  
Kabine / cabin  
Kabinenbelegung / cabin occupancy  
Kabinenpreis / cabin fare  
Bemerkungen / remarks

**Angaben zu den Passagieren / The Passenger**

Familienname / last name  
Vorname(n) / first name  
Geburtsdatum / date of birth  
Bemerkungen / remarks

Durch die Annahme dieses Beförderungsvertrages unterwirft sich der oben genannte Passagier den beigefügten ALLGEMEINEN PASSAGIER BEFÖRDERUNGSBEDINGUNGEN des Beförderers, einerlei ob er/sie den Beförderungsvertrag unterschrieben hat oder nicht. Dieses Dokument ist nicht übertragbar.

By acceptance of this Contract of Carriage, whether or not signed by him/her, the passenger named herein agrees that the carrier's attached GENERAL TERMS AND CONDITIONS OF PASSENGER CARRIAGE shall govern the relations between and be binding upon the carrier and the passenger in every possible contingency. This document is not transferable.

\_\_\_\_\_  
(Ort und Datum)

\_\_\_\_\_  
Datum

**Reederei / Shipping Company:**  
Siehe Adresse oben im Vertrag / see above

\_\_\_\_\_  
Unterschrift Passagier 1 / 1. passengers signature

**Vermittler:**

\_\_\_\_\_  
Unterschriften weiterer Passagiere / signature further passengers

\_\_\_\_\_  
Unterschrift / signature  
(nur als Agent / as agent only – on behalf of the carrier)

\_\_\_\_\_  
Bitte hier die Namen der unterzeichnenden Passagiere deutlich  
in Druckbuchstaben wiederholen / please print names of  
passengers here

# GENERAL TERMS AND CONDITIONS OF PASSENGER CARRIAGE

## - “TERMS AND CONDITIONS” -

### for passage aboard cargo vessels

#### Section 1 The particularities of passage aboard a cargo vessel

On the basis of the passage contract, the carrier shall undertake to transport the passenger from the agreed port of departure to the agreed port of destination. The subject matter of such passage contract, therefore, is the provision of passage, and not an all-inclusive tour.

Passengers will be transported aboard a cargo vessel. The passenger agrees that the requirements of shipping cargo and all such operations of the carrier as are related thereto shall take precedence over the interests of the passenger with respect to shipping routes, ports of call, berths and anchorages, times of departure and arrival as well as with respect to harbours and the various local conditions for the embarkation and disembarkation of passengers.

The passenger will therefore have to allow for delays in the passage time of up to 20%; the days of embarkation and disembarkation will each be charged as a full day. The schedule shall serve as a guideline only and shall not be binding.

The passenger acknowledges and accepts that the vessel is intended for the transportation of cargo and that the vessel will accept any such cargo as is permitted under laws and regulations, such as animals and other goods that would not be permitted aboard passenger ships.

In view of the particularities of passage aboard a cargo vessel, the passenger shall be responsible for taking precautionary measures regarding his/her own safety and the safety of his/her belongings and shall comply with special instructions as to his/her safety issued by the captain and/or the officers of the vessel.

While aboard the vessel, the passenger shall be subject to the authority and regulations of the captain and his officers. Passengers shall participate in the rescue exercises conducted aboard the vessel as well as in exercises related to security on ships (awareness exercises).

#### Section 2 Medical care / insurance

There is no doctor / medical practitioner aboard the vessel. The carriage of pregnant women and children under the age of six (6) is therefore in principle excluded.

As a matter of principle, all passengers declare by signing this contract that they are healthy and without handicaps to travel aboard a cargo vessel without medical care. In cases of doubt, the carrier reserves the right to subject the passenger to a medical examination by the association of seafarers.

From the age of 65 and upwards passengers shall be allowed to board the vessel for the purpose of carriage only if they present a satisfactory medical certificate of health confirming that the passengers' state of health is sufficiently stable so as to allow passage on a cargo vessel without medical care.

The passenger shall be obligated to provide evidence for private health for his/her passage aboard a cargo vessel to cover his/her expenses for medical care overseas, including repatriation in the event of illness, injury or death. The contract of a third party liability insurance and an accident insurance are recommended. In addition, the passenger shall be obligated to take out deviation insurance. Such insurance will cover the costs that the carrier incurs if the vessel is forced to deviate from its course in the event of an accident, illness or death of the passenger or if the passenger needs to be rescued from the vessel; the passenger shall reimburse the carrier for such costs.

At the same time, the passenger is urged to take out sufficient insurance to cover any losses and/or damage to his/her personal belongings. During the passage, in addition to the ship's personnel, a number of external persons

will have access to the vessel (agents, representatives of public authorities, suppliers, stevedores, etc.).

#### Section 3 Passage price / terms of payment

a) The passage price shall include the carriage of the passenger aboard a cargo vessel from the agreed port of departure to the agreed port of destination. (cf. Section 6 d.) The passage price shall include three meals a day, as is customary. Passengers and officers shall receive the identical food and beverage service. If the passenger fails to take advantage of these meals, in full or in part, he/she shall have no claim for compensation. Refreshments, wine and spirits as well as tobacco products shall not be included in the passage price. The passenger shall settle all such bills as are prepared by the vessel's purser/captain with respect to the aforementioned items upon termination of the passage and prior to disembarkation.

The carrier shall not be responsible for organising shore leaves. Should the passenger use services of port agents for shore leaves or in connection with embarkation and disembarkation that go beyond the mere gathering of embarkation details as well as the official processing of embarkation or disembarkation, he/she shall settle all costs related thereto on site and immediately. Special port fees related to passenger carriage, fees for the embarkation and disembarkation of passengers (to such extent as they exceed substantially a flat-rate prepayment already made), the use of port agencies in connection with the transportation of passengers (transfers of any sort), fees for medical care in the event of illness or quarantine as well as any other fees imposed on passengers by a government or port authorities shall be borne by the passenger; in the event that the carrier has paid such fees, the carrier shall be entitled to be reimbursed by the passenger.

b) The passenger shall pay the agreed passage price in advance, that is, 25 per cent of the agreed passage price upon confirmation of the booking. The passenger shall pay the remainder (75 per cent) 30 days prior to the vessel's departure without requiring an additional reminder in respect of such payment. The passenger will receive at this time or at the very latest the respective travel documents.

c) If the time between the conclusion of the passage contract and the start of the passage exceeds four (4) months, the carrier shall be entitled to adjust the passage price to such extent as is necessary to correct changes to important price factors in connection with the respective passage that have occurred in such period of time, such as port fees, wages and salaries, fuel costs, interest rates, foreign exchange rates, etc., over which the carrier has no control. The passenger shall be notified of any such increase in price immediately. If the passenger so requests, the carrier shall provide a break-down of the price increase so as to make it more transparent. The passenger shall be free to demonstrate that the price increase is smaller or that there is no price increase at all.

d) If the actual duration of the passage deviates from the duration of the passage agreed upon by more than 20 per cent, or at least by two (2) days, the passage price shall be increased or decreased by the actual additional costs or reduction in costs. The passenger shall be free to demonstrate lower additional costs. See Section 11 for liability for damage due to delays.

#### Section 4 Rescission / cancellation of the contract

a) The passenger may withdraw from the passage contract at any time prior to the start of the passage. The passenger shall declare her/his withdrawal in writing. If the passenger withdraws from the passage contract or if the passenger fails to set out on the passage without withdrawing from the passage contract in explicit terms, the carrier shall be entitled to reasonable compensation, which shall take into account any customary cost savings as a result of such withdrawal or failure.

Compensation per passenger shall be calculated as a lump sum, taking into account the difficulty of re-selling passages already booked and the costs related to entering into a passage contract, as follows:

Upon receipt of a notice of rescission of contract:

- up to 120 days prior to the scheduled date of departure: €100.00
- up to 60 days prior to the scheduled date of departure: 12.5% of the passage price, but no less than €100.00
- up to 30 days prior to the scheduled date of departure: 50% of the passage price
- up to 7 days prior to the scheduled date of departure: 65% of the passage price
- withdrawal from the contract at a later point in time or failure to appear in time for the passage: 95% of the passage price.

The passenger shall be free to demonstrate that the carrier has suffered no damage or has suffered lesser damage.

If, at the request of the passenger, changes are made to the date of passage, the passage destinations, the place of departure or the person (re-booking) following the booking of the passage for a date that is approximately within the travel time indicated, the carrier shall be entitled to charge €100.00 per person up to the 60th day prior to the start of the passage. Requests of the passenger for re-booking made after the 60th day prior to the start of the passage shall constitute, if such changes are feasible, a rescission of the passage contract on such terms and conditions defined above and, at the same time, a new booking. This shall not apply to requests for re-booking that cause only minor additional costs and that concern the same vessel and same trip. Such minor re-booking may be, for example, the passenger's request for different accommodations of the same category or a request for embarkation at a slightly later point in time (or at different port of departure).

- b) Up to the start of the passage, the passenger may request that a third party succeed to his/her rights and duties under the passage contract.

The carrier may object to such subrogation to the passenger's rights and duties if it does not meet the special requirements of passage or if it is barred due to statutory or regulatory provisions, such as regulations of visa requirements or vaccinations. If a third party succeeds to the passenger's rights and duties under the passage contract, such third party and the passenger shall be jointly and severally liable for the passage price and any additional costs due to such subrogation.

- c) In the event of strike, lock-out, war, riots, civil war, acts of terrorism, piracy, civil commotions, quarantine, icewaters, port congestion due to official measures or other circumstances outside the control of the carrier as well as in the event of marine, port and river risks or risks related to other navigable waters, the carrier shall be entitled to cancel the passage contract. In such event, the passenger shall be entitled only to reimbursement of the full passage price paid by him/her. Should such events as described under c) occur after the start of the passage, such reimbursement shall be reduced by the passage already taken. Subject to availability, the passenger shall be entitled to take his/her passage aboard a vessel with departure at a later point in time.
- d) In the event that the passenger does not use all passage services due to discontinuance of his/her trip, the carrier shall reimburse the passenger for an amount equivalent to the carrier's cost savings due to such discontinuance. Any reimbursement shall be subject to such foreign exchange regulations as may be in force in the respective country and shall be made in the currency in which the passage was paid originally.

#### Section 5 Rescission and termination of the contract by the carrier

- a) The carrier shall be entitled, at any time, to exclude a passenger from being transported aboard the vessel or to disembark a passenger at the next port if
- such passenger booked his/her passage based on an intentional or negligent false statement as to his/her state of health;
  - such passenger failed to take out such insurance as is required under these Terms and Conditions;
  - such passenger is deemed by the ship's management to be unfit for passage aboard the vessel due to health reasons, physical defects or incapacity or any other reasons;

- such passenger requires an escort, but travels alone;
- such passenger impairs the well-being of other passengers or poses a risk for passengers and/or the crew aboard the vessel.

In all such cases as are listed above, the carrier, on principle, is not obligated to refund the passage price or to compensate for the passenger's repatriation. The carrier, however, shall compensate the passenger in the amount of such cost savings or benefits derived from an alternate use of the passage as may be generated from the passenger's discontinuance.

- b) The passenger shall reimburse the carrier for all additional expenses that the carrier incurs as a result of the passenger's intentional or negligent false statement or withholding of information regarding his/her physical condition or as a result of an arrest of the passenger by immigration, health or port officials or as a result of other intentional or negligent acts of the passenger, including the costs incurred due to any deviation caused by the passenger. With respect to such expenses, the carrier shall have a lien on the passenger's luggage, money and personal belongings.

#### Section 6 Changes to services; special circumstances

##### of the shipping industry

- a) The carrier may re-book the passenger on an equivalent vessel without prior notice.
- b) Departure and arrival times at the port of destination or any other port along the route shall not be binding and shall serve as guidelines only.
- c) The passenger shall be in no position to demand that the vessel stop at all such intermediate ports as are listed in the advertisement.
- d) If, for commercial reasons that take precedence, the vessel cannot call at the port of departure or destination defined under the passage contract, the carrier shall be obligated only to transport the passenger from the agreed port of departure to the actual port of departure or from the port where the vessel arrives to the agreed port of destination by way of any means of transportation which shall be at the discretion and expense of the carrier. Any additional expenses that the passenger incurs, even if such expenses are incurred during waiting or transfer times, due to delays in departure, when transferring between vessels or taking an alternate mode of transportation to the vessel, shall be borne by the passenger. In organising connecting and/or pre-carriage modes of transportation and any other actions in connection with such transportation, the carrier shall act as an agent of the passenger. Therefore, the carrier shall not be responsible for actions, omissions or non-performance of another service provider.
- e) The vessel and its captain shall be free to manoeuvre in all situations without pilots, towing or auxiliary vessels, including those of the carrier, to deviate from the usual, advised or scheduled route, to seek shelter or to call at a port or location on land or at sea within or outside the usual, advised or scheduled passage route or to stop or call at any such locations or not, even if such course of action constitutes a reversal of course or distancing from the port of destination.
- f) The manner in which all requirements issued by competent public authorities, the insurers of the vessel and charterers are fulfilled shall be at the discretion of the carrier and the captain.
- g) If the vessel's passage is interrupted or if the vessel is held up unduly or prevented from continuing on its scheduled course, the carrier shall be entitled, at the carrier's fair discretion, to discontinue the vessel's passage and to disembark the passenger and his/her luggage at a port or location at which the vessel calls or at which the vessel is located at such time, provided that such interruption, delay or prevention are caused by the following:  
Force majeure, marine, port and river risks or risks related to other navigable waters, actions taken by public or government agencies, epidemics, collisions, shipwrecks, fire, errors in the navigation or control of this or any other vessel, confiscation and seizure of the vessel as part of a legal procedure, sudden or unexpected shortage of fuel, war, hostile actions, civil war, terrorism, piracy, riots, strike or industrial action or any other causes and circumstances outside the control and responsibility of the carrier.  
In such event, the contract shall be deemed fully executed and performed, as if the passage had been completed in full. The carrier shall then cease to be liable and shall not be liable for reimbursement of

portions of the passage price, unless errors in the navigation and control of this vessel are due to acts of wilful or gross negligence. In the event that the carrier cancels the passage for such reasons as listed above (force majeure) before the passenger has embarked, the carrier shall be liable only to refund such portion of the passage price as is equivalent to the portion of the passage that is no longer required as a result of such cancellation.

- h) It is hereby pointed out to the passenger that in some ports, the vessel will not be berthed at the quay, but anchored at a roadstead, and that shore leaves may be prohibited by local authorities, even at short notice and without prior warning, which can limit or eliminate the passenger's ability for shore leaves.
- i) It is hereby pointed out to the passenger that the vessel must be able to maintain its scheduled route. The passenger shall be aboard the vessel on time at the agreed times scheduled for departure. The vessel cannot and will not wait for the passenger. If the passenger fails to appear on time for the departure of the vessel, he/she shall have no claim for continued carriage by the carrier or compensation for the remainder of the passage. The passage paid for shall lapse in such event, and the passenger shall not be entitled to any damages.

### Section 7 Luggage

The carrier agrees to transport cabin-size luggage of up to approx. 1/2 cbm per passenger free of charge. As for any additional luggage, the passenger shall make separate arrangements. However, the passenger shall not be entitled to have his/her additional luggage treated and handled in accordance with the terms and conditions of the sea waybill or any special or separate contract of affreightment. Weapons and other dangerous materials, narcotics and drugs, pornographic images and objects the import and export of which into or from any port of call or the country of destination are prohibited under the law shall not be allowed on board. Passengers shall not bring animals aboard the vessel.

### Section 8 Conditions of entry

The passenger shall be responsible for obtaining such valid documents (e.g., passport, visa, compliance with regulations on vaccinations) as may be required under the immigration rules and regulations of the country of destination and any other ports at which the vessel may call along its route. If the vessel calls countries, that demand a return ticket at the time of entrance, the passenger must hold such a return ticket at the time of embarking.

The carrier shall be entitled, but not obligated, to inspect the passenger's travel documents prior to embarkation. Any financial and other expenses resulting from the passenger's documents not complying with regulations and/or being incomplete shall be borne by the passenger. If the carrier cannot ascertain that the passenger is in compliance with the necessary requirements, the carrier may deny the passenger passage aboard its ship. In such event, the passenger shall remain liable to pay the passage price. An inspection of documents by the vessel's personnel shall not create any liability on the part of the carrier if the passenger is subsequently refused entry.

### Section 9 Inspection by authorities

As a result of stricter security regulations in certain countries, the passenger may be subjected to intensive searches of his/her person and/or luggage by security personnel or by an officer assigned to such task, e.g., the security officer, including body searches. The passenger hereby acknowledges that he/she is aware of the fact that such inspections may violate his/her privacy rights, for which the carrier shall have no responsibility.

All rooms and quarters of vessels as well as personal belongings and all persons aboard the vessels may be subject to searches for narcotics by local authorities at any time and without prior notice.

### Section 10 Damages / liability

The carrier's liability and responsibility for damage caused by the death or bodily injury of a passenger or caused by the loss of or damage to luggage shall be subject to the statutory provisions under section 664 HGB (German Commercial Code) in connection with the appendix thereto (provision on the carriage of passengers and their luggage by sea - appendix to section 664 HGB (German Commercial Code) based on Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974. Liability for slight or ordinary negligence shall be

excluded. However, such exclusion shall not apply to damage caused by injury to life, limb or health.

### Section 11 Limitation of carrier's general liability

The carrier shall be liable beyond its responsibility pursuant to Section 10 above only if the carrier or its managing staff acted wilfully or with gross negligence in ensuring the seaworthiness and travel worthiness of the vessel or in ensuring the proper organisation of the passage or in carrying out a task incumbent upon the carrier itself. However, the carrier shall not be liable for any negligent acts of the ship's crew, its employees on land, agents, representatives, shipyards and repair services. Furthermore, the carrier shall not be liable for the consequences of events defined as force majeure or other circumstances, which are beyond the responsibility and control of the carrier itself or its managing staff (cf. Section 6 g). Such limitation of liability shall apply, in particular, to the consequences of delays in the departure of the vessel, the consequences of delays in executing the passage as well as to any other damage or disadvantages that the passenger suffers prior to, during or in connection with the passage. Liability shall be limited in such manner also if and when, due to an unexpected event, the vessel is forced off its scheduled passage route or the passage is interrupted in any manner or the passage cannot be executed or continued. The carrier shall not be liable for damage resulting from delays, unless the timeliness of carriage constitutes a cardinal and substantial duty under the contract.

### Section 12 General average

The passenger shall not be liable for contribution to general average in respect of his/her cabin luggage brought aboard the vessel. Similarly, the passenger shall have no right to compensation in general average. "Average" shall be defined as an accident at sea involving the vessel in respect of the processing of pecuniary claims related to sea damage. "Sea damage" shall be defined as actual and consequential damage resulting from an accident at sea involving the vessel.

### Section 13 Passenger's duty to co-operate

In the event of disruptions to or interruptions in the service, the passenger shall have a duty to co-operate, to such extent as provided for under the law, so as to help to prevent or keep to a minimum any probable damage. In particular, the passenger shall communicate his/her complaints regarding defects to the carrier or the ship's management immediately. The carrier or the ship's management shall undertake to rectify any such situation, if possible. If the passenger negligently fails to report a defect, the passenger's claim to a reduction in price shall be null and void.

### Section 14 Severability

Should any provision herein be ineffective or void, the validity of all remaining provisions herein shall in no way be affected. Any such ineffective or void provision shall be replaced by a relative provision - if necessary, by order of a court - which shall come as close as possible to the purpose and spirit of such ineffective or void provision.

### Section 15 Legal disclaimers of providers of services

This contract shall be governed by German law; any claims arising from or in connection with this contract shall be filed with a court of law with jurisdiction over the carrier's domicile. Jurisdiction over any and all disputes arising herefrom shall lie, in addition to such jurisdictions as provided for under Article 14 of the Appendix to section 664 HGB - German Commercial Code -, with the courts of law at the Free and Hanseatic City of Hamburg. In case of dispute, ambiguity or conflict, the German version of these Terms and Conditions shall prevail.

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