

English translation

**General Conditions for Passengers
of Scandlines Deutschland GmbH and
UAB Scandlines**

§ 1 Preamble

- (1) These General Conditions (hereinafter referred to as "**General Conditions**") apply to all contracts of carriage concluded between Scandlines Deutschland GmbH or UAB Scandlines (hereinafter referred to as "**Scandlines**") and individual passengers or groups of passengers. For groups of passengers, including external services booked via Scandlines the General Conditions "Passenger Groups" additionally are applicable and in case of contradictions shall prevail. The General Conditions also apply to all passengers' carriage with vehicles, provided these vehicles belong to one of the classes of vehicles given in Scandlines' price list applicable at the time of conclusion of the contract of carriage, and provided they are officially licensed for international road traffic (hereinafter "**vehicles**"). The General Conditions further apply to all passengers' carriage with domestic animals (pets), baggage and/or other goods. The General Conditions also apply to all contracts of carriages between the passenger and Scandlines for combined ferry tickets, in which Scandlines' services are combined with those of other shipping companies in a package deal.
- (2) With the exception of liability for damages suffered by passengers in connection with the railway operation, the rail-sea carriage of passengers is subject to the provisions of the General Conditions.

The General Conditions are on display at Scandlines' service centres and are available at these centres upon request. The General Conditions are further available at travel offices and travel agencies (hereinafter jointly referred to as "**travel operators**") and may be inspected at these places. They may also be inspected at the check-in counter, on the Internet at URL: www.scandlines.de as well as in other information materials of Scandlines.

§ 2 Conclusion of contracts of carriages

- (1) In order to conclude a contract of carriage the passenger may contact Scandlines orally, by telephone, in writing (including fax and e-mail) or via Internet at the URL: www.scandlines.de, or through the agency of a travel operator. Scandlines shall regard the aforementioned contact as a request to offer the conclusion of a contract of carriage to the passenger. Such offers of Scandlines shall always be subject to these General Conditions.
- (2) For the Rostock - Ventspils and Nynäshamn - Ventspils routes (hereinafter jointly referred to as "**Baltic State ferry connections**"), contracts of carriages

may only be concluded in writing. In order to enable Scandlines to make an offer, the passenger needs to provide the following information: first and last name, date of birth, sex and nationality of all persons for whom the passenger wishes to conclude contracts of carriages, further the class and type of any vehicle to be transported, as given in the respective applicable price lists of Scandlines as well as the vehicle's licence plate number, if applicable.

- (3) On all other routes, Scandlines at any time is entitled to ask the passengers for personal data according to Sec. 2 par. 2 of these General Conditions of Carriage.

§ 3 Fares; Payment Dates

- (1) The fare for the respective crossing is based on Scandlines' price lists valid for the respective office, which concludes the contract. The price lists are on display and available at Scandlines' Infopoints and at the check-in counters and are also published on the Internet at the URL: www.scandlines.de and in other information materials produced by Scandlines (particularly catalogues).
- (2) The prices given in Scandlines' price lists exclusively apply to tickets bought in Germany. The ferry tickets' prices bought in other countries, which have not joined the EURO-currency, such as Denmark or Sweden, may differ from German prices and are based on the price lists valid in those countries. In case of payment in other currencies than the respectively applicable local currency, the exchange rate is calculated based on the exchange rate effective within the Scandlines-system.
- (3) The fare is due and payable immediately after the conclusion of the respective contract of carriage. Should cancellation, termination, change of booking etc. lead to a customer's claim to reimbursement of the fare or a part hereof, Scandlines will reimburse the customer less any and all applicable deductible charges etc. in so far as the customer has informed Scandlines of proper bank details in writing. Due to technical reasons, such reimbursement cannot take place sooner than 6 weeks after notification of the reason for the reimbursement. Costs and bank transfer fees shall be borne by the customer, unless Scandlines, contrary to Sec. 9 of these General Conditions of Carriage, is liable for the reason for reimbursement.
- (4) A Passenger paying in cash may use other selected currencies besides Euro at the check-in counters. The passenger may obtain binding information regarding the acceptance of foreign currencies and the respective conversion rates applicable for Scandlines at the respective check-in counters. For Baltic State ferry connections, there may apply different regulations regarding the acceptance of currencies other than Euro.
- (5) Only the price of the envisaged crossing on the day the ticket is purchased applies. Differences will be balanced by way of credit or payment.

§ 4 Ferry tickets; inspection

- (1) For each contract of carriage, Scandlines issues a travel document to the respective passenger. The travel document is only valid for the date printed on it for the (single and, if relevant, return) voyage or, in the case of a “Flex-Ticket”, within 6 months of the date of purchase. Thereafter the claim to carriage expires, but the passenger is entitled to a partial refund of the carriage charge in accordance with the detailed provisions of these General Conditions of Carriage relating to cancellation by the passenger.
If Scandlines issues ferry tickets with no specific date of travel (except “Flex-Tickets”), the (single) journey must be made within three months from the date of the conclusion of the contract of carriage. After these periods of validity, the right to carriage expires, and the passenger may only demand a refund of any fare already paid according to § 10 (termination by the passenger). Regarding ferry tickets for return journeys, which do not indicate the date of the return journey, the return must take place within three months from the date of the effected outward journey. After this time the return right to carriage expires, any fare already paid can be refunded only (if applicable, § 10 par. 7) according to the provisions covering the refund of unused services (§ 10 par. 4). In the case of open return voyages, the highest possible rate in the relevant category within the period of the validity of the ticket shall always apply for the calculation of the carriage charge. If a booking is altered to a specific departure time up to one calendar day before departure, the difference in the amount will be refunded. If a booking alteration is not made up to one calendar day before departure, no refund will be given.
- (2) The time restrictions under par. 1 of this Section do not apply to travel documents, vouchers etc. which are explicitly designated as “open”, the validity of which is determined in accordance with the statutory regulations.
- (3) Except for ferry tickets issued for Baltic State ferry connections, which are not transferable, the ferry ticket may be transferred to a third party until the beginning of the journey (pursuant to section 793, 807 of the German Civil Code - *Bürgerliches Gesetzbuch*). Transferred tickets may only allow for the transport of vehicles, qualified in the same price category pursuant to Scandlines' price lists; tickets are also transferable if the registration of the vehicle appears on the ferry ticket. For special fares (e.g. child or student fares), the ferry ticket may only be transferred to persons meeting the requirements of the special fares.
- (4) Within a group of tourists, each group member is entitled to the rights and obligations arising from the contract of carriage.
- (5) The passenger, or the tourist guide in case of a tourist group, has to display the ferry ticket at the beginning of the journey.
- (6) Ferry tickets are only replaced by Scandlines if they have been issued for Baltic State ferry connections and the passenger can substantiate that the original ferry ticket has been lost or is no longer to be found. Otherwise, ferry tickets that have been lost or mislaid cannot be replaced. However, if the passenger can substantiate within the period of validity of the ticket that the origi-

nal ferry ticket has been lost or cannot be found, then after expiry of the ticket's validity and subject to the condition that the ticket really has not been used he shall be able to claim a refund of the carriage charge less any and all applicable deductible charges etc.

§ 5 Carriage of passengers with and without vehicles; third-party services

- (1) Scandlines is entitled to provide carriage and all services in connection therewith either with own or chartered boats or through other shipping companies, described in more detail in Scandlines' price lists and timetables.
- (2) The passenger, travelling with or without vehicle, may demand to be carried by a particular ferry only if the passenger has reserved a particular departure for her/himself and accompanying vehicle, if applicable, has had the reservation confirmed in writing by Scandlines and the information made in the booking concerning type of vehicle and number of passengers correspond with the type of vehicle and number of passengers actually to be carried. Unless the passenger and Scandlines have concluded a separate agreement in writing, the reservation includes no obligation of Scandlines to use the boat or type of boat for carriage scheduled in the timetable. Unless otherwise stated in the timetable, such indication of particular boats or types of boats shall not be binding.
- (3) The passenger's right to be carried without a vehicle on a particular departure expires if the passenger does not go on board the ferry at least 15 minutes before the scheduled departure time, or - if the ferry arrives later or Scandlines is responsible for the delay - does not appear in good time which can generally be considered as appropriate for going on board, and a trouble-free operation of the ferry could be compromised by belated admission of the respective passenger. For Baltic State ferry connections and the connections to and from Finland, depending on the place of departure, different times of departure may apply. These times are indicated in the respective timetables.
- (4) The passenger's right to be carried with a vehicle on a particular departure expires if the vehicle is not made available for loading at the embarkation port within a certain period before the scheduled departure of the ferry determined by Scandlines (hereinafter "**stand-by times**"). Stand-by times can vary by routes; the corresponding stand-by times are indicated in the respective timetables. Making the vehicle available means that check-In, border and customs clearance have been completed, and that there are no other obstacles within the sphere of the passenger's responsibility that may prevent immediate loading.
- (5) In relation to Scandlines, the passenger assumes sole responsibility that s/he, any accompanying minors and her/his baggage fulfils the entry requirements of the country of the port of destination, particularly (but not limited to) that s/he is in possession of the necessary identity papers and/or visa, as well as not infringing the other foreign trade, customs, tax, import, passport or health regulations, including import regulations for pets and fresh food. In relation to

the passenger, Scandlines reserves the right (without obligation) to check whether the passenger fulfils the respective entry requirements before the journey commences.

- (6) If, as a consequence of not fulfilling the entry requirements, the passenger is not allowed to enter the country of the port of destination and therefore decides to travel further or to return, Scandlines is entitled to claim the fare for the respective additional distance from the appropriate price list applying.
- (7) During transportation, the passenger is to behave as demanded by the safety and order of the ferry operation, her/his own safety and consideration of other passengers. The passenger is to follow the instructions of the ship's officers and other persons instructed by Scandlines (Section 665 of the German Commercial Code - *Handelsgesetzbuch*). By order of the captain or the mate, a passenger may be kept in detention until the next port is reached (including non-scheduled ports), as far as this is required for the passenger's own and/or other passengers' safety and/or insofar as this is appropriate to protect the legitimate interests of other passengers demanding consideration according to the prevailing practise.

§ 6 Carriage of unaccompanied children and young people

- (1) Carriage of unaccompanied children aged under 14 is not permitted. Carriage of unaccompanied young people aged from 14 to 17 may take place if, on demand of Scandlines, the written consent of someone in parental authority has been granted and any documents required for entry into the country of the port of destination have been furnished on demand.
- (2) The ship's officers or other persons instructed by Scandlines are entitled, but not obliged, to check the age, the existence of the written consent of a person in parental authority and of any further documents required for entry into the country of the port of destination before the journey commences. § 5 par. 7 (additional fares after failed entry) applies *mutatis mutandis* concerning the extent of the claim of unjustified enrichment.

§ 7 Carriage of pets; Liability

- (1) The carriage of pets without an accompanying person (hereinafter "**pet owner**") is not permitted. The carriage of pets not meeting the entry requirements of the destination country (particularly through missing entry permits and vaccination and/or health certificates) is also not permitted. The ship's officers or other persons instructed by Scandlines are entitled, but not obliged, to check whether entry requirements have been fulfilled before the journey commences. § 5 par. 7 (additional fares after failed entry) applies accordingly.
- (2) Living pets are only to be transported in vehicles or in proper special devices brought by the passenger (e.g. trailers). In exceptional cases, small animals may, until revoked by the ship's officers or other persons instructed by Scandlines, be transported in suitable containers, out of which they cannot escape, and/or on a leash. It must be ensured that in any case the pets remain under

constant supervision by the pet owner and represent no danger to other passengers.

- (3) In addition, dogs on the ferry not transported in a vehicle, a container or - if available - a dog pound provided by Scandlines, must wear a muzzle according to the applicable statutory regulations of dog handling and ownership, especially the dog owner's charter of the State of Mecklenburg-Western Pomerania (Land Mecklenburg-Vorpommern). Should the country of embarkation or the port of destination have stricter regulations in respect of dog muzzling, the pet owner must observe these on departure or arrival respectively.
- (4) Pets - with the exception of guide dogs and guide dogs in training - are not allowed in the restaurant without permission of the ship's officers or other persons instructed by Scandlines.
- (5) Should the pet owner repeatedly violate the aforementioned General Conditions for animals on board of the ferry, particularly to keep dogs on a leash and muzzled, the ship's officers or other persons instructed by Scandlines are entitled, but not obliged, to take the animal into custody and only returning the animal to the pet owner on leaving the ferry and/or to take the animal and its owner from board at the next port (also non-scheduled ports). Scandlines charges the pet owner EUR 50.00 for the custody of the animal and for taking it from board at a port (including a non-scheduled port). Scandlines reserves the right to claim significantly (at least 10 per cent) higher expenses or significantly higher damages. It is up to the pet owner to furnish prove that Scandlines has sustained no or significantly (at least 10 per cent) lower expenses or damages.
- (6) The pet owner shall be liable for pollutions of the ferry of considerable extent and damages to it and its facilities caused by the animal, as well as for damages caused to other passengers according to the applicable legal stipulations. Minor fouling of the ferry can be cleared immediately by the pet owner her/himself; if the owner does not clear the minor fouling immediately and/or properly, Scandlines will charge the pet owner the actual cleaning costs, at least, however, amounting to EUR 30.00. It is up to the pet owner to furnish prove that Scandlines has sustained no or significantly (at least 10 per cent) lower expenses or damages.

§ 8 Carriage of baggage and special cargo; Liability

- (1) Hand baggage and usual baggage that the passenger has in or on her/his vehicle, in her/his cabin or otherwise in her/his possession, care or observation, is carried without extra charge (hereinafter "**baggage**").
- (2) Larger baggage units, bulky goods and freight of all kinds are not transported, unless Scandlines has assented to their transport in writing (hereinafter "**special cargo**").
- (3) The transport of baggage and/or special cargo is not permitted without an accompanying person (hereinafter "**owner**").

- (4) Dead bodies are only to be transported in vehicles and only if the legal requirements for the transport of dead bodies of the country of embarkation, the corresponding legal requirements of the port of destination and the regulations of the International Agreement on Body Transport of February 10, 1937 are observed.
- (5) The transport of baggage and/or special cargo contravening criminal law or criminal regulations according to German law or the law of the country of embarkation or of the port of destination (particularly German Narcotics Act - *BtMG*), German Act on Arms (*WaffRNeuRegG*) or foreign trade, customs, tax, import or export regulations or regulations for the transport of hazardous materials (particularly the German Law for the Transport of Hazardous Goods and its issued decrees - *Gefahrgutbeförderungsgesetz*), is not permitted. Accompanying firearms and/or ammunition must be declared by the owner in good time before commencement of the journey to the ship's officers or the staff commissioned by them for this purpose (hereinafter "**duty to declare**"). **A right to carry firearms and/or ammunition only exists with regard to the reported objects and only if and insofar as the ship's officers or the staff commissioned by them for this purpose explicitly consent to the carriage of the firearms and/or ammunition before the journey commences. Such consent may be reserved to the precondition that the owner hands over the firearms and/or ammunition to the ship's officers for safekeeping.** Scandlines bears any costs arising from such safekeeping. If firearms and/or ammunition are brought on board without fulfilling the duty to declare or without the agreement of the ship's officers or the staff commissioned by them for this purpose, the ship's officers may take them into safekeeping and/or discharge them at any location, destroy them or otherwise make them harmless. For the safekeeping of undeclared firearms and/or ammunition, Scandlines will charge the owner EUR 50.00, insofar as significantly higher costs or damages do not arise. It is up to the owner to furnish prove that Scandlines has sustained no or significantly (at least 10 per cent) lower costs or damages. The liability of the passenger (owner) and the other rights of the ship's officers according to Sections 673, 564, 564a, 564b of the German Commercial Code (*Handelsgesetzbuch*) remain unaffected.
- (6) The ship's officers or other employees of Scandlines are entitled, but not obliged, to conduct spot checks and searches of baggage and special cargo.
- (7) The owner is liable to Scandlines and other passengers for any damages arising to Scandlines and/or other passengers from objects brought on board by the owner, according to legal stipulations, particularly Sections 673, 411 of the German Commercial Code (*Handelsgesetzbuch*).
- (8) Baggage and/or special cargo left on board by the owner and found by Scandlines, is taken into safekeeping by Scandlines for an appropriate charge or for a reimbursement of its expenses and brought to the home port of the respective ferry. Scandlines is entitled to search the baggage and/or special cargo and/or to deposit it with third parties. Scandlines will report the discovery and the safekeeping to the address given on the label of the baggage or spe-

cial cargo. In regard to the safekeeping of the baggage and special cargo and the rights and responsibilities thereby arising, Scandlines, and/or the third party with whom Scandlines has deposited the baggage or special cargo, assume liability only for damages caused intentionally or by gross negligence of their legal representatives, employees or accomplices. As far as the liability of Scandlines or of the third party is excluded or limited, this also applies for the personal liability of the legal representatives of Scandlines and/or the third party and for their respective employees and accomplices. The passenger (owner) may only make her/his return claim in writing, supplying proof of entitlement, and only within an exclusion period of three months after her/his arrival at the port of destination. After this period has expired, Scandlines may deal with the baggage or special cargo at its own discretion.

§ 9 No entitlement to carriage on the next crossing; Crossing cancellations and delays; Exemption of liability

- (1) As a matter of principle, the passenger is not entitled to carriage on the next crossing unless this was explicitly booked by the passenger or the passenger is using a ticket which explicitly contains an entitlement to carriage on the next crossing under the charge and tariff conditions, such as "Flex-Tickets"/"Exclusive Cards" etc.
- (2) In case of unfavourable sea and weather conditions, such as high and low water, heavy gales, icing of or the risk of ice for (departure or destination) ports and routes, during a closure of (departure or destination) ports and routes for other reasons, measures of force majeure, danger of epidemic, threat of assassination or breakdown of ships for reasons for which Scandlines is not accountable, Scandlines reserves the right to cancel crossings.
- (3) The departure and arrival times given in Scandlines' timetables are based on experience. They can be missed during extreme weather conditions, a high level of traffic at the arrival or destination port or on the sea lanes or other similar unscheduled events of a high impact in connection with the ferry operation. Unless the scheduled arrival time is exceeded by more than a third of the scheduled crossing time, the passenger has no right of withdrawal or claim for damages in any case. Such performance is deemed to be a proper performance of the contract of carriage. For longer delays (hereinafter "**delays**") the passenger has the right to withdraw from the contract of carriage if s/he has not yet started the journey. The same applies for cancellations.
- (4) Scandlines shall be liable for damages from injury to life, body or health and for damages to vehicles, animals, baggage or other luggage (special cargo), according to the applicable legal stipulations, particularly according to Art. 2 ff. of the appendix to Section 664 of the German Commercial Code (*Handelsgesetzbuch*). The passenger shall bear a deductible (*Selbstbehalt*) of EUR 300.00 in case of damages to a vehicle and a deductible of EUR 30.00 in case of loss of or damage to other baggage (Art. 6 par. 4 of the appendix to Section 664 of the German Commercial Code). For damages not covered in the appendix to Section 664 of the German Commercial Code and not caused inten-

tionally or by gross negligence of Scandlines, its legal representatives, employees or accomplices (especially - without limitation - for damages caused by post-departure delays attributable to Scandlines or damages attributable to Scandlines due to cancellations of crossings), the liability of Scandlines shall be restricted to the agreed fare. As far as the liability of Scandlines is excluded or restricted, this shall also apply to the personal liability of its legal representatives and its respective employees and accomplices. Claims for futilely spent holiday time are excluded.

- (5) Scandlines is not responsible for the guarding of baggage, special cargo or vehicles during the crossing or in port. To cover risks exceeding its liability Scandlines recommends to the passenger to conclude an insurance contract to cover any risks exceeding the liability of Scandlines.
- (7) Deviating from par. 4, the stipulations of the COTIF/CIV agreement exclusively apply for rail-sea transport with respect to liability for injury to persons or property suffered by a passenger through an accident in connection with rail operation while s/he is in the train compartment or climbing into or out of the railway carriage (Art. 33 § 2 CIV).

§ 10 Termination and change of reservation by the passenger

- (1) Before expiry of the ticket validity as in Sec. 4 par. 1 of these General Conditions, the passenger is entitled to terminate the contract of carriage at any time. The termination notice is to be directed to Scandlines and may be oral or in writing in case of termination by an individual, and in writing only in case of a bus or group tour as well as for Baltic State ferry connections. If the contract of carriage has been concluded through a travel operator, the termination shall be declared to the travel operator. A termination declared to Scandlines is, however, sufficient to observe the notice periods set forth in para. 2 and 7 below.
- (2) If a passenger on a non-Baltic State ferry connection who is not part of a group or bus tour cancels the voyage up to 5 days prior to the planned start of the voyage, the cost of the ticket shall be refunded. If the voyage is cancelled between 4 days and 1 day prior to the start of the voyage, the passenger shall be liable to pay 50% of the charge. If the voyage is cancelled on the day of the voyage or after departure (i.e. if the passenger does not start the voyage) the passenger shall be entitled to a refund of 20%. In any case, the passenger is liable to pay a processing fee of EUR 10.00 per ferry ticket (hereafter referred to as the "**processing fee**"), which is deducted from the amount refunded.
- (3) Insofar as the customer has booked on a Baltic State ferry connection and is not part of a group or bus tour, the following regulations shall apply:

If the passenger cancels in a period up to 31 days before the planned start of the voyage, the carriage charge which has already been paid will be refunded apart from a processing fee of EUR 10.00 per ferry ticket (hereafter referred to

as the “**processing fee**”). If cancellation takes place between 30 and 14 days before the start of the voyage, the passenger shall be liable to pay 10 per cent, between 13 and 7 days before the start of the voyage 30 per cent and 6 days or less before the start of the voyage 60 per cent of the agreed carriage charge. The amount of the carriage charge already paid that exceeds these percentages plus the processing fee will be refunded to the passenger. If the voyage is cancelled after departure (i.e. if the passenger does not start the voyage) the passenger shall be entitled to a refund of 20%. In any case, the passenger is liable to pay a processing fee of EUR 10.00 per ferry ticket, which is deducted from the amount refunded.

The refund will be paid only in exchange for return of the ferry ticket and/or the cabin ticket.

- (4) The passenger may prove that Scandlines has saved significantly (at least 10 per cent) greater expenses than those based on the rates in par. 2 and 3 above or should have saved acting in good faith.
- (5) Notwithstanding the right to terminate for good cause, the passenger is not entitled to terminate the contract of carriage after expiry of the validity to the ticket as set out in Sec. 4 par. 1 of these General Conditions of Carriage. If the passenger has not used services which are charged for separately by Scandlines in its price lists, and can prove this through the written confirmation of the ship's crew or - in the case of a combined ferry ticket - through presentation of unused vouchers for other services belonging to the complete package, Scandlines will refund 20 per cent of the difference between the charge in the price list for the booked services and that for the services actually taken advantage of minus the processing fee set out in par. 2 and 3.
- (6) If the transport contract between Scandlines and the passenger has been concluded through a travel operator, the passenger has to assert his refund claim in case of termination against the travel operator who shall handle the passenger's claim for Scandlines. If this unreasonably impedes the process for the passenger in individual cases, s/he may also assert her/his refund claim directly against Scandlines in writing. In case of tourist groups and for Baltic State ferry connections, the refund claim always has to be made in writing.

The rules in par. 2 shall apply accordingly if the passenger has made a reservation without concluding a contract of carriage and did not undertake the reserved journey.

- (7) For Baltic State ferry connections, the foregoing paragraphs with the exception of par. 5 apply accordingly, provided that
 - a) Fares shall be refunded only in exchange for return of the ferry ticket and/or cabin ticket, unless the passenger can substantiate that the original ferry ticket has been lost or is no longer to be found.
 - b) In the event of a change of the departure reservation or cancellation of the vehicle by the passenger on the Baltic State ferry connections, the

provisions of paragraph 2 of § 10 shall be applicable mutatis mutandis, in so far as the originally booked journey is cancelled through the change of reservation and the amount refunded is offset against the new booking.

- (8) "Special Discount Tickets" may be subject to divergent conditions, which are published along with the Special Discount offer in the information on tariffs and/or on the Internet. Otherwise, these General Conditions of Carriage shall apply.
- (9) If the contract of carriage for a group booking (15 or more payers) or for a bus booking is cancelled, the enterprise or person responsible shall be liable
- a) on the Puttgarden–Rødby and Helsingør-Helsingborg routes, as well as in the case of the Sweden Ticket via Puttgarden, between the second calendar day before departure and the actual departure, to pay 50%, and in the case of cancellation after departure to pay 80% of the agreed carriage charge;
 - b) on the Rostock-Gedser route, for the Sweden Ticket via Rostock, and on the Rostock-Trelleborg and Sassnitz-Trelleborg routes, from the 7th to the 3rd calendar day before departure, to pay 50%, from the 2nd calendar day up to departure 70%, and in the case of cancellation after departure 80% of the agreed carriage charge;
 - c) on the Baltic State ferry connections 60 to 31 days before the start of the voyage 10 per cent, from 30 to 15 days before the start of the voyage 20 per cent, 14 to 7 days 30 per cent, 6 days to 1 day before the start of the voyage 60 per cent of the agreed carriage charge. In the event of cancellation on the day of departure or if the passenger does not start the voyage, the passenger shall be liable to pay 100% of the agreed carriage charge.

The amount already paid in excess of these percentages plus the processing fee will be refunded to the passenger. In any case, the passenger shall be liable to pay a processing fee amounting to Euro 10.00 per ferry ticket, which will be deducted from the amount to be refunded.

A refund can only be given in exchange for return of the ferry and/or cabin ticket.

The passenger shall be at liberty to prove that Scandlines has saved or ought in good faith to have saved a significantly (at least 10 per cent) higher amount than the expenses set out in the above paragraphs 2 and 3.

§ 11 Termination by Scandlines

- (1) Scandlines may terminate the contract of carriage before commencement of and during the journey for good cause. A good cause for termination may arise in particular, if the passenger
- a) does not fulfil the relevant entry regulations of the country of destination, in particular cannot produce the necessary identity papers and/or visa,
 - b) is incapable of travelling and/or significantly puts other passengers at risk because of general or infectious illness, infirmity or for other reasons,
 - c) is travelling unaccompanied though dependent on an escort,
 - d) does not fulfil the entry requirements of the country of destination for accompanying animals,
 - e) has not yet paid the fare for the respective crossing, or not paid in full, at the time of commencement of the journey and does not immediately pay the outstanding amount; the rights arising from Section 323 of the German Civil Code (*Bürgerliches Gesetzbuch*) remain unaffected,
 - f) has made false or incomplete statements on the class and type of the accompanying vehicle, leading to the vehicle having been classified incorrectly in a lower price category according to Scandlines' price list,
 - g) has made false or incomplete statements on the measurements, weight and size of special cargo thereby circumventing the consent of Scandlines to carry it under the agreed conditions,
 - h) has more than inconsiderably endangered the safety of other passengers through persistent disregard of the regulations for the carriage of animals, baggage and/or special cargo and/or through repeated disregard of the instructions of the ship's officers or other persons instructed by Scandlines or
 - i) cannot be expected to be carried by Scandlines for other reasons due to the person or behaviour of the passenger (e.g. severe drunkenness, hooliganism) or with her/his accompanying baggage, particularly as further transport would put trouble-free operation of the ferry at risk.

Scandlines may further terminate the contract of carriage before commencement of the journey for good cause if false information has been given in the application to conclude the contracts of carriage, particularly on the age of an unaccompanied child or young person (§ 6), thereby affecting the decision of Scandlines to transport the passenger under the agreed conditions.

- (2) Should Scandlines terminate the contract of carriage during the journey for good cause, the ship's officers or another person instructed by Scandlines can take the passenger off board at the next (including unscheduled) port at the latter's expense.
- (3) Should Scandlines terminate the contract of carriage for good cause in connection with the person or behaviour of the passenger before commencement of the journey, the passenger is refunded 40 per cent of the fare for the booked crossing (hereinafter "**refund**") minus the processing fee that is to be deducted from this refund (§ 10 par. 2 and 3). It is up to the passenger to furnish prove that Scandlines has saved or should have saved in good faith sig-

nificantly greater (at least 10 per cent) expenses. Any other damage and expense claims of Scandlines from §§ 5 par. 6), 7 par. 5) and 6), 8 par. 5) and 7) remain unaffected. Should Scandlines terminate a contract of carriage concluded for Baltic State ferry connections before commencement of the journey for good cause in connection with the person or behaviour of the passenger, the refund is restricted to additionally booked and already-paid-for catering services, other services not directly related to carriage and already paid for and harbour dues applicable to the passenger. Should Scandlines terminate the contract of carriage after commencement of the journey, for good cause based on the person or behaviour of the passenger, the passenger is not entitled to a refund.

§ 12 Limitation of claims

- (1) Passenger's claims based on cancellations or delays of crossing shall expire six months from the planned date of arrival.
- (2) All other passenger's claims against Scandlines, in particular claims for compensation for death or bodily injury of a passenger and/or loss of or damage to baggage and/or special cargo as per the regulations of Art. 13 of the appendix of § 664 of the German Commercial Code (*Handelsgesetzbuch*) and all service rights arising from ferry tickets shall expire two years from the date of the purchase of the respective ferry tickets.

§ 13 Applicable law; court of jurisdiction

- (1) The contract of carriage is governed by the law of the Federal Republic of Germany with the exception of its conflicts of law provisions.
- (2) If the passenger is a businessperson (*Kaufmann*) as defined in the German Commercial Code (*Handelsgesetzbuch*), a public-law separate estate or a legal entity of public law, any disputes arising under and in connection with this contract of carriage shall be settled exclusively before a competent Rostock court of law.

Rostock, 15 January 2009
Scandlines Deutschland GmbH
UAB Scandlines

This is a courtesy translation of the General Conditions stipulated in German. Therefore in any and all cases of a different interpretation of the German and the English text, the German text shall prevail.