

Terms and Conditions of Travel

(Stand: L.V. 1/2010)

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

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.

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. 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.

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 16 B 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 detailed cruise information to the Passenger. 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/air-ban>.

3. Payment

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. Upon conclusion of the contract, that is, upon receipt by the Passenger of the written booking confirmation, a deposit of 10% of the cruise fare shall be paid for each participating Passenger. Before paying the deposit, the Passenger will receive a refund security certificate (Sicherungschein, see Clause 17). 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. 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 10 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

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.

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 10 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.

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.

5. Baggage

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. 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.

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.

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

These Terms and Conditions shall apply to shore excursions accordingly. In the case of the EUROPA, Hapag-Lloyd may lend the Passenger a personal audio system for use on selected excursions. If the audio system is lost or damaged, Hapag-Lloyd shall have the right to bill the Passenger for €250 as compensation. The Passenger shall have the right to demonstrate to Hapag-Lloyd that Hapag-Lloyd has suffered no loss or that the loss suffered is materially less than the amount of the compensation claimed.

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. Cancellation by the passenger

The Passenger may cancel the travel contract at any time prior to the start of the cruise. For evidentiary reasons, it is recommended that notices of cancellation 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:

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|---|--|
| 150 days or more before the start of the cruise: | €50 (US-\$65)* per person |
| from 149th to 100th day before the start of the cruise: | 5% of the fare (provided this is not less than €50 per person) |
| from 99th to 50th day before the start of the cruise: | 10% of the fare |
| from 49th to 22nd day before the start of the cruise: | 25% of the fare |
| from 21st to 15th day before the start of the cruise: | 50% of the fare |
| 14 days or less before the start of the cruise: | 75% 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.

11. Changes of bookings and fare transfers

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 150th day before the start of the cruise. Hapag-Lloyd will charge a handling fee of €50 (US-\$65)* per person for this service. A change of booking after the 149th day 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 10 shall apply in respect of the cancelled booking.

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-\$65)* per person.

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 travel documents (as opposed to changes of passenger) after the documents have been issued.

12. 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 10 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.

13. 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

by the 20th day prior to the scheduled start of the cruise at the very latest. 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-\$65)* handling fee specified in Clause 11 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

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.

14. 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.

15. Warranty

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.

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. 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.

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.

16. Liability of Hapag-Lloyd

A. General liability

Unless provided otherwise by the special provisions of Clause 16 B, 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 personal injury 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 negligence, Hapag-Lloyd's liability for damage to property shall be limited to €4,100.00 (US-\$5,300.00)* or three times the cruise fare, whichever is the higher amount. 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) Exclusion of claims; limitation period

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.

In order to be validly asserted within the above-stated period, claims must be lodged with Hapag-Lloyd at the address indicated below 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 baggage, and within 21 days of baggage placed at passenger's disposal in the case of late delivery of baggage.

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. 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.

d) Statutory claims

Notwithstanding the provisions of Clause 16 A 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.

e) Non-assignability of claims

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

B. 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).

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.

17. 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 Sicherheitsverein VVaG, Vogelweidestrasse 5, 81677 München on presentation of the refund security certificate. A refund security certificate is printed on the reverse side of the booking confirmation document.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Applicable law

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

24. 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.

25. 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 price in euros (€) is authoritative. Prices are shown in US-dollars (US-\$) for information purposes only and have been determined according to an exchange rate of US-\$ 1.30/€1.00. Subject to change.

Organiser

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