

# River Cruise Voyage aboard TC “Tranquility”

## TERMS AND CONDITIONS OF THE CARRIER

### IMPORTANT NOTICE:

THESE ARE THE TERMS AND CONDITIONS BINDING BETWEEN YOU AS THE PASSENGER ABOARD OUR SHIP AND US AS THE CARRIER. THESE TERMS AND CONDITIONS CONTAIN CERTAIN LIMITATIONS OF THE CARRIER'S LIABILITY; INCLUDING LIMITATIONS CONCERNING DEATH OR INJURY CLAIMS, AS WELL AS DAMAGE CLAIMS RELATING TO BAGGAGE AND PERSONAL PROPERTY. PLEASE READ ALL THESE TERMS AND CONDITIONS CAREFULLY. BY BOARDING OUR SHIP, YOU AGREE TO ACCEPT AND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS WHICH FOLLOW, INCLUDING SPECIFICALLY THOSE REGARDING YOUR RIGHTS TO SUE, GOVERNING LAW, FORUM AND JURISDICTION. VACATION PROTECTION INSURANCE COVERAGE IS STRONGLY RECOMMENDED. THANK YOU FOR TAKING THE TIME TO FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS.

### 1. DEFINITIONS

- a. The words “you”, “your”, “your party” and “Passenger” mean all persons, including minors, as well as each person's heirs and personal representatives, travelling under one ticket contract between you and the Tour Operator. You and all in your party acknowledge and accept these Terms and Conditions, written here and / or separately notified to you in writing prior to embarkation, by boarding our Ship.
- b. The words “we”, “us”, “our” and “Carrier” mean Premicon Cruise TC “Tranquility” Limited Partnership, a partnership organized and existing in current good standing pursuant to the laws of the Republic of Cyprus, whose offices are located at Gladstonos & Androu Str., Oasis Complex, Block E, Office C 2 in 3021 Limassol, Cyprus, which words also include the Owners, the Owners' shareholders, the Ship Manager, Independent Contractors (including caterer and concessionaires) and their respective Agents, Servants and Employees and the Ship itself.
- c. The word “Tour Operator” means the Company doing business as Avalon Waterways or any other legal representative of them with whom you entered into a contract for the voyage aboard our ship.
- d. The word “Carriage Contract” means the contract under which the Tour Operator got the contractual right to book passengers aboard our ship.
- e. The word “Ship” means the Ship owned, chartered, operated, or provided by us as the Carrier to the Tour Operator on which you, as the passenger, will be travelling.
- f. The word “Master” means the Captain of the Ship or any person who acts under this authority.
- g. The term “Cabin Baggage” means all baggage allowed aboard the Ship and placed in your cabin according to these Terms and Conditions. The term “Other Baggage” means any of your baggage or other personal property which has been stored in the Ship's baggage room, holds or safe against a receipt at your request.

- h. The terms “Facilities” and “Services” mean all passenger related facilities and services aboard our Ship ordered by the Tour Operator under the Carriage Contract. The terms “Optional Facilities” and “Optional Services” mean all passenger related facilities and services you may voluntarily purchase either from us, as the Carrier, or from third party providers.
- i. The term “Cabin” means those accommodations aboard our ship as provided to you by the Tour Operator through your Cruise Vacation Plan and accepted through your confirmation to the Tour Operator.

### 2. IDENTIFICATION

Under these Terms and Conditions you and all passengers in your party shall be identified through your names, the embarkation date, your accommodations and all calling ports of the proposed voyage, including embarkation and final destination as specified by the Tour Operator to the Carrier.

### 3. CARRIAGE CONTRACT

We agree to transport you from the point of embarkation to the point of final destination as specified to us by the Tour Operator, with facilities and services to be provided to you and all passengers in your party as agreed upon with the Tour Operator and always according to all terms, conditions, limitation and exceptions contained in these Terms and Conditions. The Ship's carriage hire paid by the Tour Operator to the Carrier covers all normal shipboard services, meals, accommodations and facilities. We, as Carrier, shall provide optional services and facilities aboard our Ship as agreed upon with the Tour Operator, whilst it is in your discretion whether or not to purchase optional services, which is always subject to all of these Terms and Conditions regarding our liability.

Passengers conclude the contract on a voyage aboard our vessel exclusively with the Tour Operator, who is the responsible contract party towards the passengers. Claims of passengers regarding schedule, accommodation as well as quality and extent of services, if any, including whether or not optional services and / or facilities may be provided, shall be raised to the Tour Operator exclusively. We, as the Carrier, are not liable for the assignment of cabins to the passengers, what is in the sole discretion of the Tour Operator and we, as the Carrier, are not liable for optional services and/or facilities requested by passengers which may not be agreed upon in the Carriage Contract.

### 4. PASSENGER'S WARRANTIES

By boarding the Ship you and all other passengers travelling with you warrant that you and they are physically, emotionally and otherwise fit to undertake the cruise; that you and they have received all medical inoculations necessary; that you and they will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's Master, officers and medical staff, as applicable; and that your and their conduct will not impair the safety of the Ship or jeopardize or inconvenience other passengers. We may disembark at any port any passenger who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other passengers or the crew, or who, in the Master's opinion, might be excluded from landing at destination by Immigration or other Governmental Authorities. In such cases, the passenger shall not be entitled to any compensation whatsoever by the Carrier.

## 5. EMBARKATION

Upon embarkation, you and all other passengers in your party shall have in your and their possession these Terms and Conditions, valid passport visas, inoculations card and all other documents necessary for the scheduled ports of call and final destination. We, as Carrier, shall not be liable for any losses or delays incurred by your failure, or that of others, to maintain all of said necessary documents. You and your party are required to be aboard the Ship two (2) hours before scheduled departure time. You may be refused boarding the Ship if you or passengers in your party, in our sole opinion, are not physically or otherwise fit to undertake the scheduled voyage.

## 6. CARRIER'S RIGHTS

The Ship may adjust compass, drydock or go on ways before or after commencement of the voyage and may sail without pilots, tow or to be towed, and assist other ships in all situations and deviate for the purposes of saving life or property.

If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier or Master, is likely to be hindered or prevented) by war, hostilities, blockage ice, labour conflicts, weather, surf, shallow waters, high waters, insurrections, disturbances, aboard or ashore, restraint of any Governmental Authority, breakdown of the Ship, congestions, docking difficulties or any other case whatsoever, or if we, as Carrier, or the Master of the Ship consider that for any reason whatsoever, beyond the control of the Carrier, proceeding to, attempting to enter, or entering or remaining at any port may expose the Ship to risk of loss or damage, or be likely to delay the Ship,

- a) we, as Carrier, may cancel the proposed voyage and you and your baggage may be landed at any port or place at which the Ship may call, in which event our responsibility shall cease and these Terms and Conditions shall be deemed to have been fully performed, and we, as the Carrier, may refund the Tour Operator as paid, with no further liability of the Carrier of any nature; or
- b) we, as Carrier, may shorten, delay, redirect or otherwise alter the voyage and as a result of that the Tour Operator may arrange shore side accommodations, food and alternate land travel, in which events the voyage and these Terms and Conditions shall be deemed fully performed and we, as Carrier, may refund the Tour Operator for additional expense with no further liability of any nature.

## 7. CARRIER'S LIABILITY

- a. Our responsibility as the Carrier for death, injury, illness, damage, delay or other loss to person or property of any kind suffered by you or any of the other passengers in your party shall, in the first instance, be governed by German law and, as applicable, by those other and further limitations of liability set forth in the statutory and general maritime law of Germany, as the law governing these Terms and Conditions. We shall not be liable for any such death, injury, illness, damage, delay, loss or detriment caused by the Act of God, war or warlike operations, civil commotions, labour trouble, interference by Authorities, perils of the sea, lurching of the Ship, or any other cause beyond our control, fire, thefts or any other crime, errors in the navigation or management of the Ship or defect in or unseaworthiness of hull, machinery, appurtenances, equipment, furnishing or supplies of the Ship, fault or neglect of pilot, tugs, agents, independent contractors, such as Ship's physician, to you or other persons on board not in our employ or any other

cause of whatsoever nature except and unless it is proven that such death, injury, illness, damage, delay or loss resulted from our act or omission committed during the course of the carriage and due to our fault or neglect or any of our servants or agents acting within the scope of their employment and in that event our liability therefore shall not exceed those limitations provided by the said German law or in any further revisions, protocols and / or amendments thereto as shall become applicable:

One Hundred Sixty Five Thousand EURO (€ 165,000), per passenger, per carriage, in the event of damages, caused by the death or personal injury of a passenger.

- b. The Carrier shall have the right at all times to avail themselves and have the benefit of any and all applicable limitation of liability or exoneration of liability rules, regulations or statutes, specifically including further provisions of the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Ships (CLNI), as adopted by Germany, with revisions and amendments, if and as applicable, and by those other and further limitations of liability set forth in the statutory and general maritime law of Germany, as the law is governing these Terms and Conditions, Sixty Thousand (60,000) units of account (S.D.R.'s) (multiplied by the number of passengers the Ship, according to its certificate, is allowed to accommodate) to apply to the aggregate of all claims which arise on any distinct occasion against the Carrier, as regards damages suffered on an inland navigation ship, not to be less than Seven Hundred Twenty Thousand (720,000) units of account (S.D.R.'s) and not to exceed in any event more than
  - a) Three (3) Million units of account (S.D.R.'s) for ships with an authorized passenger transport capacity of not more than 100,
  - b) Six (6) Million units of account (S.D.R.'s) for ships with an authorized passenger transport capacity of not more than 180,
  - c) Twelve (12) Million units of account (S.D.R.'s) for ships with an authorized passenger transport capacity of more than 180.
- c. Passengers are entitled to free carriage of all personal belongings necessary while on board. However, passengers must comply with any regulations, tariffs, terms or conditions of the Carrier. You may not take on board firearms, controlled or prohibited substances or inflammable or hazardous items, or any contraband prohibited by local, state or national law. The Ship's officers and crew have the right to enter and search your stateroom, baggage or person for any hazardous, controlled or prohibited substances or items. You agree that the Carrier's liability for loss or damage to baggage or personal property is limited under all circumstances to the provisions and amounts to the German Law:
  - Cabin Baggage: Two Thousand EURO (€ 2,000.00)
  - Other Baggage: Three Thousand EURO (€ 3,000.00)
- d. In the event it is determined that we, as Carrier, are not entitled to all of the benefits of the German Law, including the limitations stated above, NO SUIT SHALL BE MAINTAINABLE AGAINST US UPON ANY CLAIM IN CONNECTION WITH THIS TRANSPORTATION OR TERMS OF CONDITIONS RELATING TO CABIN BAGGAGE OR OTHER BAGGAGE OR ANY PROPERTY UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS

SHALL BE DELIVERED TO US AT OUR OFFICE WITHIN THIRTY (30) DAYS AFTER TERMINATION OF THE VOYAGE TO WHICH THESE TERMS AND CONDITIONS RELATE AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST THE CARRIER WITH RESPECT TO CABIN BAGGAGE OR OTHER BAGGAGE OR PROPERTY BE MAINTAINABLE UNLESS SUCH SUIT SHALL BE COMMENCED WITHIN ONE (1) YEAR AFTER THE TERMINATION OF THE VOYAGE. NO SUIT SHALL BE MAINTAINED AGAINST US FOR DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS BE DELIVERED TO US AT OUR OFFICE WITHIN SIX (6) MONTHS FROM THE DAY WHEN SUCH DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER OCCURRED, AND IN NO EVENT SHALL ANY SUIT FOR ANY CAUSE AGAINST US WITH RESPECT TO DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH BE MAINTAINABLE, UNLESS SUIT SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE DAY WHEN THE DELAY, DETENTION, PERSONAL INJURY, ILLNESS OR DEATH OF THE PASSENGER OCCURRED.

In any case, where the time fixed in these Terms and Conditions for the commencement of suit is less than that allowed by applicable law, such time is hereby extended so as not to exceed the minimum, lawful time.

- e. Notwithstanding the foregoing, we shall in no event be liable to you in respect of any occurrence prior to embarkation of and/or after disembarkation from the Ship, except for transportation by water which is carried out by means of a conveyance provided by us including the Ship and its tenders or, with respect to any baggage, when the same is in our custody at any shore side installation. We shall in no event be liable for the loss of or damage to cash, negotiable securities; gold, silverware, jewellery, ornaments, works of art or other valuables unless the same have been deposited with us against receipt for the agreed purpose of safekeeping. In the event of such a deposit, our liability for loss or damage thereof shall be limited to EUR One Hundred (€100.00), or in accordance with subpart (a) herein, whichever is less, unless value exceeding that amount be declared in writing. If the declared value exceeds EUR One Hundred (€100.00), we are entitled to charge Five (5) % of value declared, up to EUR Three Thousand (€3,000.00). Upon payment of this charge, liability will be extended to the true value declared but in no event shall we be liable for an amount exceeding EUR Three Thousand (€3,000.00).
- f. No representations are made with respect to travel facilities other than water transportation which we provide, which is governed by these Terms and Conditions. Other than our water transportation, we have no responsibility in whole or in part for any delays, delayed departures or arrivals, missed connections, loss, death, damage or injury to person or property or accident, mechanical defect, failure of negligence of any nature whatever caused in connection with any accommodations, transportation, services or facilities, substitution of hotels, common carriers or equipment with or without notice or for any additional expenses occasioned thereby. If the entire cruise is cancelled for any reasons, passengers shall have no claim against the Carrier. By boarding the Ship you and all passengers in your party agree to these Terms and Conditions, which constitute the sole agreement between Premicon Cruise TC "Tranquility" Limited Partnership and you as well as all passengers in your party, it being understood that the various independent

contractors otherwise participating in your cruise shall enter into their own separate contractual arrangements with you, and that you assume the risk of utilizing the services and facilities of those independent contractors. The Carrier is not responsible for any conduct of independent contractors, including those who may assist in or operate shore excursions.

#### **8. THIRD PARTY PROVIDERS**

We, as the Carrier, are not responsible for services provided or items sold by any concessionaire or other third parties to you. Charges for such services or goods which you request and/or purchase will be your sole responsibility.

#### **9. PASSENGER DETENTION**

If you are detained on board or elsewhere at any time or at final destination because of quarantine, port regulations, illness or other cause, all expenses incurred in connection with such detention shall be your sole responsibility. If you are carried aboard the Ship beyond final destination for any reason, without fault of the Carrier, you shall pay for any additional maintenance or extra transportation. Should it become necessary, in the sole judgment of the Master to transfer you for medical reasons, the cost of such transfer shall be borne by you.

#### **10. DANGEROUS ITEMS**

Only such personal wearing apparel, effects and gifts as are necessary and appropriate for the voyage may be brought on board by you. Any piece of baggage must be distinctly labelled with your name. Ship's name, cabin number and sailing date. You may not possess firearms, explosives, flammable materials or other hazardous goods. Such goods shall be surrendered to the Master at embarkation, and in our discretion may be confiscated, destroyed or surrendered to authorities. You shall have no claim for loss or inconvenience thereby incurred. We assume no responsibility for any loss or damage to your perishable items, medicines, valuables, financial instruments, electronic equipment and the like, except as specifically provided in these Terms and Conditions.

#### **11. PETS**

No pets or other animals are allowed on board the Ship.

#### **12. INDEMNIFICATION**

You agree to indemnify us for all penalties, fines, charges, losses or damages of any nature incurred or imposed upon us or the Ship by virtue of any act or violation of law by you and by all passengers in your party.

#### **13. HEALTH CONSIDERATIONS**

You are required to advise us in writing, prior to the time of boarding the Ship, of any physical, emotional or mental condition which may require professional attention during the cruise, including if you are so challenged and require the use of a wheelchair or other similar equipment. A certificate of fitness is required of all such passengers. Please call your Tour Operator and request the appropriate document. We are presently unable to accommodate passengers utilizing wheelchairs or other similar devices. Some ports of call may have physical conditions which may preclude challenged passengers from going ashore. Decisions made by the Master of the Ship in

such circumstances will be binding in all instances. If you are so challenged, you must bring and be responsible for all necessary items related to your said condition. If any such condition arises after the cruise is booked, you are required to advise us in writing immediately. Failure to so advise us shall release us and all professional personnel aboard the Ship from any liability related to such condition or its treatment. Failure to disclose physical, mental or emotional conditions prior to embarkation may result in denial of embarkation and in such event we, as the Carrier, shall have no liability financial or otherwise. We are unable to accommodate women past their sixth months of pregnancy.

#### 14. GENERAL AVERAGE

You will not be liable to pay, nor be entitled to receive, any general average contribution in respect of property taken with you on the Ship.

#### 15. CARRIER'S RESERVED RIGHTS

- a. Nothing contained in these Terms and Conditions shall be construed to limit or deprive us of the benefit of any Convention, Statute or law whatsoever which might be applicable providing for exoneration from our limitation of liability, as more specifically set forth at clause 7.
- b. The provisions of Clause 7 shall extend to each of the independent contractors (including caterers and concessionaires) as well as our servants and agents and the Ship as defined in Clause 1, and for this purpose shall be deemed to constitute a contract entered into between you and us, as the Carrier, on behalf of all persons who are or may be our servants or agents from time to time, and all such persons shall to this extent be deemed to be parties to these Terms and Conditions.
- c. If any other person should be held responsible, he, she or it shall be entitled to all of the benefits, limitations and exceptions mentioned in these Terms and Conditions and under the Convention, treaties or otherwise. These Terms and Conditions and every term and provision hereof shall be and remain in full force and effect during all periods when we are under any responsibility to you or your property for any reason whatsoever.

#### 16. PASSENGER'S COVENANTS

By boarding the Ship you and all of your party agree to all terms, conditions, limitations and exceptions herein contained, and by boarding the Ship, you, he or she do agree that the same shall be binding on them with the same force and effect as if you and they and every one of them signed these Terms and Conditions. Furthermore, by boarding the Ship you and they agree to take proper steps (including provision of all necessary documents) as may be required to enable you, him or her to land at his or her port of destination and generally to comply with the laws of the country in which such port is situated. We shall not in any circumstances whatsoever, whether or not such documents are produced to us by you, be responsible for any information or advice as to said laws as may be given by you or anyone of your party to us, as the Carrier, nor shall we be liable for the consequence of any insufficiency or irregularity in such documents or the non-compliance by you with such laws.

#### 17. SECURITY PROVISIONS

In the interests of international security and in the interest of the convenience and safety of other passengers, you agree and consent to a reasonable search being made

of you, your baggage or other property, and to the removal and confiscation or destruction of any object which may, in our opinion, impair the safety of the Ship or inconvenience other passengers, or violate the laws of any applicable authority relative to the possession and/or transportation of non-prescription narcotics, controlled substances or any other illegal commodity of any nature.

#### 18. CHOICE OF LAW AND FORUM

All questions arising on these Terms and Conditions solely in respect of the limitation of liability shall be decided according to the maritime and general laws of Germany. The law governing all other aspects of these Terms and Conditions is stipulated and agreed to be the statutory and general law of Germany, with references to which these Terms and Conditions are made.

**ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS SHALL BE DETERMINED BY THE CIVIL COURT OF THE CITY OF HAMBURG, GERMANY, THE JURISDICTION TO WHICH WE, AS THE CARRIER, AND YOU AND ALL PERSONS IN YOUR PARTY HEREBY SUBMIT OURSELVES/THEMSELVES. IF ANY ACTION IS INITIATED IN ANY COURT OTHER THAN THE COURT OF HAMBURG WE, AS THE CARRIER, AND YOU AND ALL IN YOUR PARTY AGREE TO THE IMMEDIATE TRANSFER OF SAID ACTION TO THE COURTS OF HAMBURG. ANY ATTORNEY'S FEES AND/OR COSTS INCURRED IN SUCCESSFULLY TRANSFERRING AN ACTION BROUGHT IN ANY VENUE OTHER THAN HAMBURG SHALL BE AWARDED TO THE PARTY PROCURING THE TRANSFER AND SHALL BECOME DUE AND PAYABLE AT THE TIME OF THE TRANSFER.**

#### 19. AMENDMENTS AND MODIFICATIONS

In the event amendments or modifications to these Terms and Conditions are required they may be added by means of attached form and will be considered an enforceable part hereof. The requirements of these Terms and Conditions can not be waived by any of our contractors or employees, neither partly nor completely; They may be waived only by express written agreement of one of our directors having authority in the premises.

#### 20. MISCELLANEOUS

The illegality or invalidity of any paragraph, clause, or provision of these Terms and Conditions shall not affect or invalidate any other paragraph, clause or provision thereof. All titles set forth in these Terms and Conditions are for convenience only and have no separate meaning or effect.

Limassol, Cyprus, May 2008

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Premicon Cruise Ltd., General Partner of and on behalf of  
Premicon Cruise TC "Tranquility" Limited Partnership